SUBSTITUTE NO. 1 TO ORDINANCE NO. 12-034

AN ORDINANCE TO AUTHORIZE CONTRACT PS12016, ALARM REGISTRATION AND MANAGEMENT SERVICES, WITH XEROX STATE AND LOCAL SOLUTIONS, INC.

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington ("City") is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by ordinance; and

WHEREAS, the City intends to obtain alarm registration and management services; and

WHEREAS, the City has publicly advertised a Request for Proposals for Contract PS12016, Alarm Registration and Management Services ("the Contract"), for such services in accordance with the City Charter; and

WHEREAS, the term of the Contract shall be for a period of three (3) years, with an option to renew for 2 years, beginning upon execution hereof, at a price tiered as a percentage of registration fee revenue as follows:

City Revenue	Fee
$0-$200,000	50%
$200,001-$250,000	45%
$250,001 and up	40%; and

WHEREAS, the multi-year provisions have been included in the Contract in order to provide for continuity of service, more favorable pricing, and to minimize disruption; and

1

WHEREAS, after a thorough review of the proposals submitted, it is the recommendation of the Finance Department that the Contract, a copy of which is available for inspection in the Division of Procurement and Records of the Finance Department and a copy of which is attached hereto as Exhibit "A", be entered into with Xerox State and Local Solutions, Inc. ("the Contractor").

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Contract PS12016, "Alarm Registration and Management Services," between the City of Wilmington and Xerox State and Local Solutions, Inc., a copy of which is available for inspection in the Division of Procurement and Records of the Finance Department, for a period of three years is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute as many copies of said Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. <u>Effective Date</u>. This Substitute Ordinance shall be effective upon its passage by City Council and approval by the Mayor.
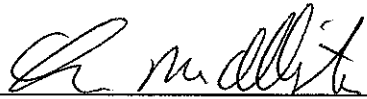
First Reading . . . . . June 7, 2012
Second Reading . . . June 7, 2012
Third Reading . . . . . August 23, 2012

Passed by City Council, August 23, 2012

_____
President of City Council
8/23/12

ATTEST: _____
City Clerk

2

Approved as to form this
_26_ day of July, 2012

(signature)

Assistant City Solicitor

Approved this _27_ day of _August_, 2012

For Mayor Baker

By: _Norman D. Griffiths_   _8/27/12_
President   Mayor   City
Wilm. Council

SYNOPSIS: This Substitute Ordinance authorizes the City to enter into Contract PS12016, Alarm Registration and Management Services, with Xerox State and Local Solutions, Inc. ("the Contractor"), for a period of three years, with one possible extension of 2 years. The City shall pay the Contractor a percentage of revenues as follows:

City Revenue	Fee
$0-$200,000	50%
$200,001-$250,000	45%
$250,001 and up	40%

3

Rev. #1
#3679

IMPACT STATEMENT

This Substitute Ordinance authorizes the City to enter into Contract PS12016, Alarm Registration and Management Services, with Xerox State and Local Solutions, Inc. ("the Contractor"), for a period of three years, with one possible extension of two years. The City shall pay the Contractor a percentage of revenues as follows:

City Revenue	Fee
$0-$200,000	50%
$200,001-$250,000	45%
$250,001 and up	40%

----CONTRACT----

THIS AGREEMENT, made the   day of   in the year **Two Thousand Twelve** by and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Xerox State and Local Solutions, Inc.,** party of the second part (hereinafter designated the Contractors)

      WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

      Article 1. The Contractor shall and will furnish and deliver per specifications, on contract **PS12016 "Alarm Registration and Management Services"** for the Department of Finance in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **3/15/12 & 3/20/12** and specifications identified as Contract No. **PS12016** by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

      Article 2. It is understood and agreed by and between the parties hereto that the amount of this Agreement is as follows: Xerox will charge a tiered price on the total program revenues generated. The proposed tiered pricing is as follows:

City Revenue	Xerox/ACS Fee
$0-$200,000	50%
$200,001-$250,000	45%
$250,001+	40%

A. **Xerox will be authorized to mail a minimum of three (3) notices to each delinquent account.**

B. **Xerox will be authorized to utilize outbound calling to support the collection of higher balance accounts (i.e., balances of $250 or greater)**

C. **Annual funding in the amount $175,000 or greater will be budgeted for the False Alarm Billing Program.**

EXHIBIT "A"

<u>This Agreement shall be valid for three (3) years, with the option to renew for one two (2) years option contingent upon funding and approval of City Council,</u> as per Proposal dated 4/3/12 submitted to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the Contractor shall not discriminate or permit discrimination against any person because of his race, color, religion or his national origin.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto. **The totality of this agreement shall consist of this document, the Terms and Conditions attached hereto as Exhibit A, the Proposal attached hereto as Exhibit B, and the Request for Proposals attached hereto as Exhibit C. In the event of a conflict between or among the documents, this document shall be controlling. In the event of conflict between or among the attached documents, the Terms and Conditions shall be controlling, followed by the Proposal, followed by the Request for Proposals.**

In witness whereof the party of the first part has, by recommendation of the **Director of the Finance Department,** the hand of **James M. Baker,** the mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered in the presence of:

THE CITY OF WILMINGTON

_____
Witness

By:_____
James M. Baker, Mayor

ATTEST:

_____
City Clerk

XEROX STATE & LOCAL SOLUTIONS, INC.

_____
Witness

By: _____
President   (Seal)

ATTEST:

_____
Secretary

Approved as to Form on this ∂ (

Day of _____ July _____, 2012

_____
Assistant City Solicitor

1.   **Insurance Coverage.**   Xerox State and Local Solutions, Inc. ("Contractor") shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars ($1,000,000.00); and automobile liability insurance in the amount of One Million Dollars ($1,000,000.00).   Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City.   Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

2.   **Use of Subcontractors.**   Contractor may not use any subcontractors to perform the services required under this Agreement without the approval of the City.

3.   **Discrimination.**   In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4.   **Indemnification.**   Contractor shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against actual damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the negligent acts or omissions of Contractor, its employees, subcontractors, or subContractors in performing the services required under this Agreement.   Contractor shall not be liable for indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, and even if it has been advised of the possibility of such damages.

5.   **Records.**   Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds.   Such records shall be made available for audit purposes to the City or its authorized representatives upon request.   This provision shall not be construed to provide access to Contractor's proprietary financial data or expense related information.

6.   **Reports and Information.**   Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

7.   **Business License.**   Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** Any plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership and Use of Project Information.** Except for preexisting Intellectual Property, any drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records and may use any non-City information generated by Contractor within the project documents as Consult deems appropriate. Any preexisting intellectual property associated with Contractor's delivery and performance hereunder is owned by Contractor or its Subcontractor and unless specifically granted herein, Contractor and/or its Subcontractor reserves all rights in such intellectual property. Nothing in this Agreement shall be construed to support Contractor's engagement under a "work-for-hire" agreement for purposes of generating a new creative work for which there exists a new and independent copyright interest.

11. **Notices**

Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

Laura Pappas
Finance Director
City of Wilmington
800 N. French Street, 6th Floor
Wilmington, Delaware   19801

Contractor:

Xerox State and Local Solutions, Inc.
12410 Milestone Center Dr.
Germantown, MD   20876

12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Forum.** All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware.

16. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

17. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.
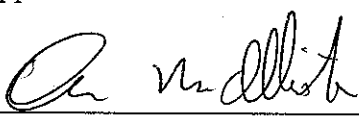
_____   Date _____
Laura Pappas, Director
Department of Finance
For the City of Wilmington

_____   Date _____
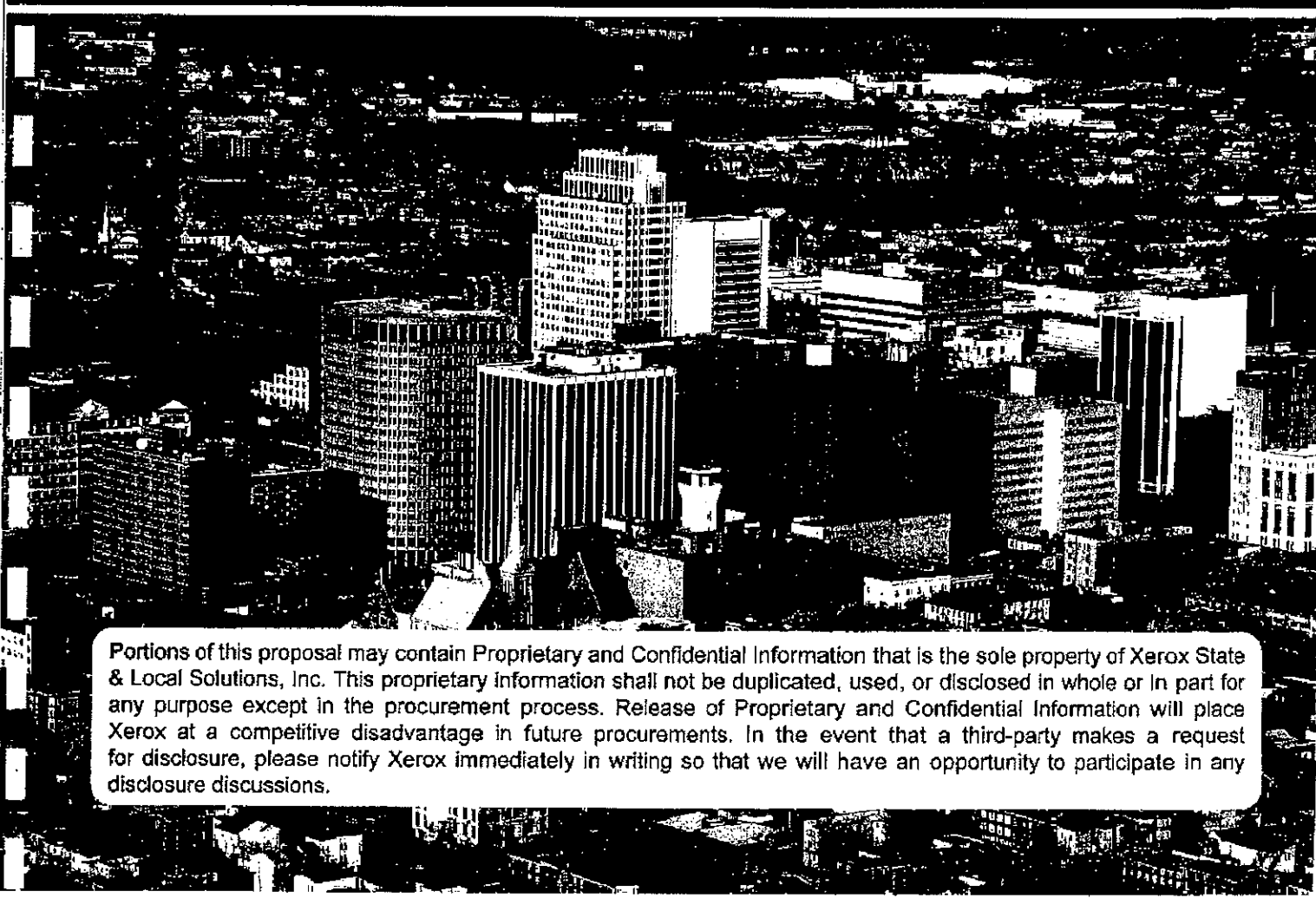Jeffrey Rockett
For Xerox State and Local Solutions

Approved as to form:

_____ 7/16/17
Assistant City Solicitor

3

City of Wilmington, Delaware

City Contract PS12006
Alarm Registration and Management Services
Due Tuesday, April 3, 2012
Submitted by Xerox State & Local Solutions, Inc.

xerox

xerox

Barbara Y. Roberts
Vice President
Strategic Business Development
Xerox State & Local Solutions, Inc.

16010 Lerita Drive
Huntley, IL 60142

Barbara.Roberts@acs-inc.com
tel 630.632.5363
fax 815.923.7321

April 3, 2012

City of Wilmington, Delaware
Div. of Procurement & Records, 8th Fl., Louis L. Redding Bldg.
800 French Street
Wilmington, DE 19801
Attn: Tina Romano-Austin, Purchasing Agent

RE: RFP for City Contract PS12006 – Alarm Registration and Management Services

Dear Ms. Romano-Austin:

Xerox State & Local Solutions, Inc. (Xerox) appreciates the opportunity to provide a response to the City of Wilmington's Request for Proposal (RFP) for City Contract PS12006 – Alarm Registration and Management Services. We offer you a Team and solution fully prepared to maintain and manage the City's false alarm billing program consistent with the City's alarm ordinance. As the incumbent vendor, we are committed to operating, processing, and maintaining your Alarm Registration and Management System (ARMS) in accordance with the City's requirements.

To provide Wilmington with the solution you seek, Xerox will subcontract with a well-qualified team of experienced personnel and subcontract to Public Safety Corporation for the CryWolf® system. The Xerox Team we present in our response is capable of providing outstanding customer service, continued services and equipment as requested in this RFP.

Our Team brings the depth of resources and financial capability necessary to deliver the best overall value with no risk of conversion to the City. I want to personally extend my gratitude for considering Xerox as a continued partner. If you have any questions regarding our proposal, please do not hesitate to contact me at (630) 632-5363 or email at barbara.roberts@acs-inc.com.

Sincerely,

Barbara Y Roberts

Barbara Y. Roberts
Vice President
Strategic Business Development

A.   Executive Summary

Xerox State and Local Solutions, Inc. (Xerox) offers Wilmington unparalleled corporate experience and qualifications to implement and manage the tasks required for a highly effective false alarm administration program. Xerox is committed to providing the City with a superior solution that meets all of its alarm registration, billing and collections, customer service, and alarm administration needs. We have proudly supported the City of Wilmington since 2007 (as ACS State & Local Solutions, Inc.) and look forward to continued uninterrupted service with no risk of transition or turnover costs. Our solution offering is used across Delaware at the state level and in nearby New Castle County to enable consistency of operation, local customer support, and quick customer service to meet the City's needs.

As a core part of this proposal, we are proud to offer Wilmington the leading alarm registration and false alarm management technology in the industry, CryWolf®. This patented technology has been chosen by more than 220 agencies supporting more than 450 cities and counties throughout the United States and Canada. CryWolf® also has already interfaced with the Computer Aided Dispatch (CAD) system that Wilmington uses. Our experience and offerings are unmatched and will provide the City a superior solution for the Alarm Registration and Management Services (ARMS) program.

The Xerox Difference – We Understand Wilmington's Needs

In major cities and counties, police department resources are unfortunately scarce. When combined with the demand for services created by the special needs of Cities such as Wilmington, governments continually ask police departments to do more with less.

In this context, non-emergency calls for service, such as false alarms, decrease the amount of time that police can spend responding to true emergencies and reduce the number of officers that can work proactively to prevent crime from occurring.

Unfortunately, the number of false alarms that police must respond to has increased in recent years. Recognizing the impact that false alarms can have on police resources, the City has resolved to institutionalize a program for the management of Wilmington's alarm systems by enacting a well thought out ordinance for both the registration of alarms systems and providers and for enforcing the civil fine provisions targeting individuals and companies with excessive false activations. Xerox is the right partner for the City to address the problem of false alarms in earnest.

For over 30 years, Xerox has been a premier provider of data processing and customer services to cities and counties across the country. In every case, Xerox has increased collections and efficiency, allowing each of our existing clients to generate increased net revenue. Xerox continues to be the largest transaction processor for state and local governments in the country. Xerox has extensive experience in the design, development, testing, training, implementation, and operation of large-scale data processing systems. Additionally, we have comprehensive experience with a large scale alarm registration and false alarm management program in nearby Philadelphia.

We have a track record of helping cities and counties to increase their service levels, expand the use of innovative technologies, and increase revenue collections on a risk-free basis—Xerox will obtain payment exclusively from the revenues we help generate. We don't have hidden fees such as reimbursement of supplies, paper, toner, and postage which enables the City to predict and budget its

revenues and costs associated with the program. There are no upfront systems development, licensing, transition, conversion, or equipment costs. Xerox will continue to purchase, configure, install, and customize everything Wilmington needs as we do today.

Since 1994, Xerox has operated a system similar to the one proposed for Wilmington in Philadelphia. Philadelphia's program has helped the city reduce the number of false alarm calls that it receives annually. As shown in the following chart, the number of false alarms as a percentage of overall call volume in Philadelphia has been below three percent of overall call volume from 2008-2011. At the same time, Xerox has helped Philadelphia recoup over $5 million of its costs annually through the collection of fines and alarm registration fees.

City of Philadelphia 2008-2011				
Number of 911 Calls	3,113,064	3,070,403	3,000,932	3,037,803
Number of False Alarm Calls	88,875	83,857	78,632	73,525
Total Alarms as a Percentage of All Calls	2.8%	2.7%	2.6%	2.4%

User tracking and database maintenance. System users can track registration locations, registration holders, and non-registered locations through the system's "point and click" user interface. Outstanding charges are automatically tracked for all accounts regardless of registration. Data stored in the system can be searched electronically by a variety of fields including, but not limited to, registration status, registration number, name, address, and type of alarm.

Seamless integration of computer interfaces. Wilmington requires extensive, flexible interfaces and information exchange capabilities. Xerox has more experience building, using, and maintaining interfaces in support of violations processing than any other vendor. We have completed the required interfaces for this project and will continue to update information exchange capabilities as the City's needs evolve.

Automated generation of violation notices to alarm users. Our solution is currently configured to Wilmington's specific business rules and automatically generates notices of false alarm events and invoices for excessive activations in the amount detailed in the City's ordinances and regulations. In addition, our system maintains critical account information for every account including; outstanding balances, reason for registration issuance denial, or the suspension of an account at the request of the City.

Proven collection techniques. With more than 16 million violations processed annually, Xerox is the proven industry leader in violation processing and collections. Our solution includes a variety of techniques to help the City collect fines including; multiple and varied noticing, "skip tracing" of bad addresses, and other targeted collection techniques.

Production of management reports. The City receives a variety of management and tracking reports that are produced by our system. For example, reports can be generated that sort alarm data by a variety of categories including; new alarm registrations, annual renewals, number of activations, user address, police area, alarm company, and age of outstanding fees and fines. The system can also generate individual account histories that include payment dates and all actions taken regarding an individual account.

xerox

Comprehensive marketing and public service information. Public education and awareness is a key component to generating public support for the City's ARMS program. Xerox has collaborated with Wilmington to educate the public about the false alarm program. Today the public and businesses are supportive and exercise a high degree of compliance.

Adjudication and hearing support. Our service offering contains a fully integrated hearing and appeal system that allows for the adjudication of any action for any account.

Added features include:

- Interactive voice response system. When citizens have questions, they want to be able to call and obtain prompt and accurate information. Xerox supports this not only with skilled customer service representatives, but with telephone technology that will provide a caller information about the ARMS program including; registration information, City policies and procedures, and the false alarm fine schedule. This service is available on a 24/7 basis.

- Web site with payment of activation fees and general program information. Xerox accepts over $50 million in annual citation payments over the Web. For Wilmington, we integrated our proven, real-time, Pay-by-Web system directly into the existing City Web site so that citizens can pay their activation fees from their Web-browser on a 24/7 basis. Through this Web site, citizens will also have the ability to print registration applications, as well as submit applications online. They can verify their address information and update it as necessary. Citizens can also check the status of their alarm account, payments made or required, and renewal date. This site provides general information on fine structure, police response, appeal process, education issues, and other topics related to the City's alarm ordinance. Also, the Web-enabled CryWolf® technology is currently being used to provide limited access to monitoring companies via the Web.

A Team with National Experience and Understanding of the Current Technologies

We are proud to offer a comprehensive solution to meet Wilmington's alarm registration and management needs. Our team brings together the best companies in the industry to provide the City with a state-of-the-art solution.

Xerox State & Local Solutions, Inc., previously ACS State & Local Solutions, was originally founded in 1981 and has firmly established itself as the nation's leading provider of diversified processing services and information technology solutions to governments and commercial clients. Xerox State & Local Solutions, Inc. offers the stability, security, and extensive corporate resources needed to provide our clients with a comprehensive parking proposal. Xerox's extensive resources include industry-leading investment into research and development, which was $150 billion in 2010. A portion of this investment will now be devoted to developing the next generation of intelligent local government solutions. Xerox's experience and expertise helps us provide our clients with several distinct advantages characterized by:

Our selected Wilmington ARMS staff combines unparalleled experience in the design, development, testing, training, implementation, and operation of large-scale data processing systems. This project will have the support of individuals who have extensive knowledge of government processes, problem solving experience, and proactive management foresight to manage our service delivery solution.

AOT Public Safety Corporation (PSC) PSC is headquartered in Waldorf, Maryland, a suburb of Washington, DC. In addition to our corporate headquarters, we also have staff located in the San Francisco, California; Denver, Colorado and Durham, North Carolina metropolitan areas.

Most administration and support services will be provided from our Waldorf, Maryland office. PSC currently employs forty-two (42) staff, all of whom are involved in alarm administration operations and administration. All proposed alarm administration and alarm system development services will be performed 100% by PSC staff. In addition, all of our alarm administration and systems development services are performed by PSC personnel located within the United States.

PSC has a wealth of relevant experience related to the planning, design, construction, installation, and operation of large-scale false alarm reduction programs. This experience demonstrates our ability to perform the services required by the Wilmington.

As shown in Figure 1 below, CryWolf has been chosen by more than 220 agencies serving approximately 450 cities, counties, and other municipalities throughout the United States and Canada. These agencies range in population up to nearly 4,000,000, and process as many as 100,000 false alarms and more annually.
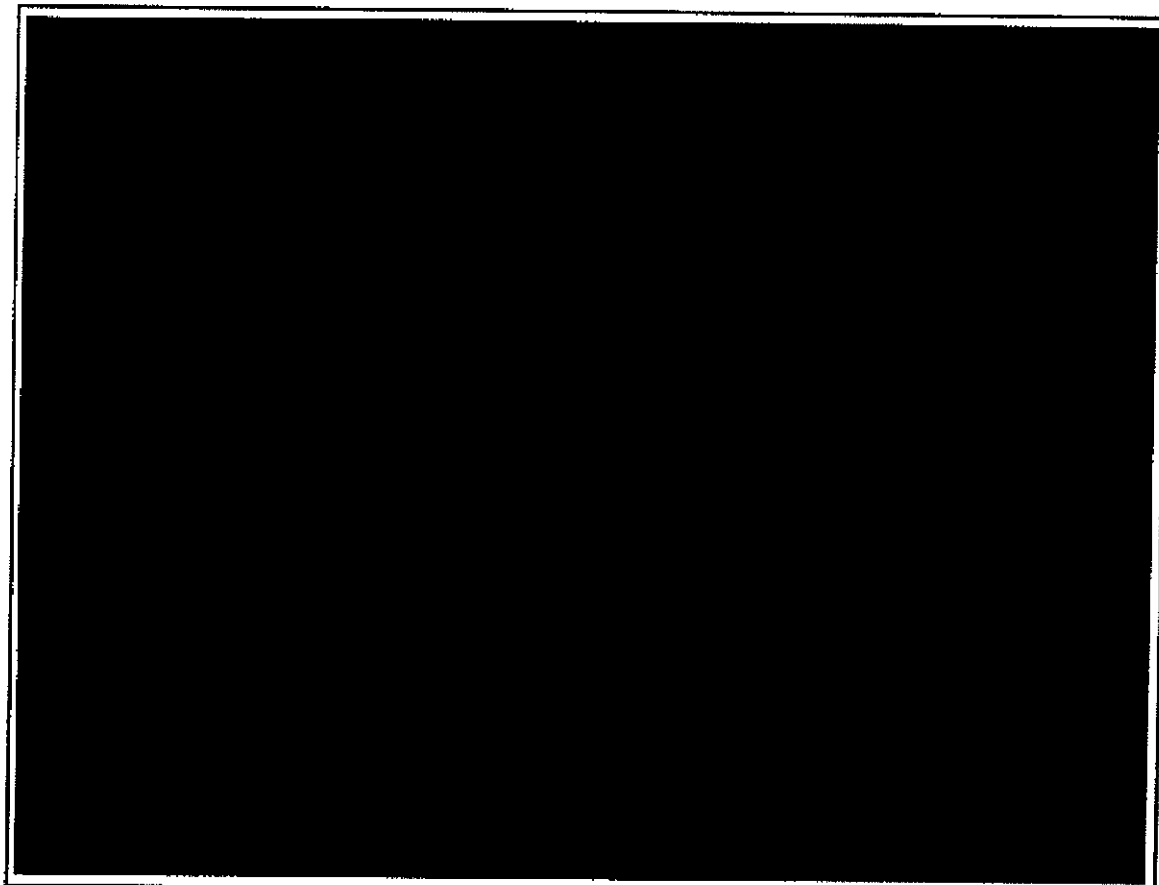
001.DEFA

Figure 1. National CryWolf Clients.
PSC's 210 clients support 450 cities, counties and other jurisdictions

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc.

xerox

PSC's large client community benefits Wilmington in several important ways. The clients drive a robust system enhancement program that has resulted in many new system features over the last five years. All CryWolf clients receive these updates at no additional cost. PSC's alarm administration clients also comprise a large users group with similar objectives and false alarm reduction issues. Members of this group regularly communicate among themselves through PSC sponsored newsletters, the Web, and an annual Users Group meeting to share technology ideas, unique approaches and discuss upcoming program enhancements. The most recent annual CryWolf Users Group meeting was held in San Antonio, Texas on April 5, 2011. As in past years, the Users Group meeting was scheduled at the same location and immediately preceding the annual meeting of the national False Alarm Reduction Association (FARA).

Xerox has designed an operation that meets Wilmington's requirements and commits to continued high levels of customer service to reduce the number of false alarm calls responded to by police officers annually. We look forward to continuing our partnership with the City to successfully deliver this program while realizing improvements benefiting customers, staff, and the perception of City services.

B.   Scope of Work

Wilmington seeks an Alarm Registration and Management Services (ARMS) solution that offers a customized system that will gather data on all existing alarm systems, monitor and report false alarms, issue violations, collect false alarm fines, issue registration forms and alarm identification numbers, and maintain records. The proposed CryWolf® technology meets and exceeds the City's requirements and is tailored to the City's needs.

Wilmington seeks a vendor that will provide a complete, turnkey solution for its ARMS program. Our solution uses proven, state-of-the-art technology, and is operated by an organization with extensive experience in the design, development, testing, training, implementation, and operation of large-scale data processing systems.

Xerox, the world leader in outsourced government services, has teamed with **AOT Public Safety Corporation (PSC)**, developer of the nation's leading false alarm registration and alarm management system technology, CryWolf®, to offer Wilmington unparalleled experience and expertise in operating Wilmington's false alarm management program.

Wilmington requires a proven false alarm management system that is designed to support its requirements and false alarm volumes with a database design and application software that can be rapidly deployed, and can easily adapt to future operational and ordinance changes. The City also requires a system that accurately manages alarm permits/registrations, properly accounts for financial transactions, efficiently handles unregistered alarms, and readily interfaces with other existing Wilmington systems. These attributes are necessary to ensure a successful false alarm reduction program that provides prompt and efficient service to the citizens of Wilmington. Xerox's solution directly conforms to Wilmington's needs.

At the core of our service offering, Xerox is pleased to offer Wilmington the leading technology in alarm management, CryWolf®. This proven, patented (U.S Patent No. 6,856,246) technology provides all of Wilmington's functional and operational requirements today. This means that the technology is installed, and the ARMS program is fully operational, without the technical, conversion or transition risk associated with bringing in a new vendor system.

Xerox looks forward to the opportunity of continuing to provide all the services and functions required to manage the Wilmington ARMS program. We have extensive experience in managing Wilmington's specific tasks required to ensure its highly effective program.

Xerox's approach for managing the ARMS program is based on our experience, including; resources dedicated to the project; project management tools; our longstanding partnership with the City and the State; and our commitment to continuous quality improvements. Xerox's approach to management during the ongoing operation is as follows:

- Emphasis on high quality Customer Service
- Effective communication between Xerox and agency project manager
- Continuous performance monitoring and quality control

Customer Service

Xerox focuses on Customer Service to establish realistic baselines for performance, a management infrastructure that is established and proven, and continuous performance monitoring control.

In partnership with Wilmington, Xerox provides a reliable, efficient, and effective solution that:

- Quickly responds to customer service requests
- Provides due process to citizens contesting their false alarm notices
- Increases authority revenues
- Supports the efficient and effective use of City staff
- Improves the cost effectiveness of services
- Evolves and progresses into new services, technology, and system solutions
- Enhances program credibility

Effective Communication

Our management infrastructure responds to client needs and leverages the skills and experience of the Xerox team. The following sound management principles underlie our proposed management infrastructure:

- Assign single point responsibility for each functional area
- Minimize management layering to enhance responsiveness
- Maximize resource utilization
- Maintain flexibility to quickly adjust resources and meet changing contract requirements
- Develop and maintain clearly defined lines of responsibility and authority
- Avoid costly duplication of effort

xerox

Our project manager, Kristin Walsh is responsible for establishing the management infrastructure to meet the project goals. Specifically, she performs the following tasks:

- Refines the project organization and staffing plans to ensure clear lines of authority and communication, as well as inclusion of all functional requirements

- Implements systems and procedures to support business operations requirements (budget management and tracking, schedule tracking, purchasing, invoicing, and project status reporting)

- Recruits, hires, and trains operations staff

- Develops project quality assurance programs

- Establishes clear lines of authority and communications among project staff, as well as between project and City staff

A single point of authority is critical to the infrastructure. The Xerox project manager, Kristin Walsh is located within 30 minutes and is responsible for all aspects of the project including; scheduling, staffing, technical performance, and will continue to serve as the primary point of contact to the City's project manager.

Continuous Performance Monitoring and Control

It is Xerox's practice to monitor and measure performance from the contract start date. A variety of mechanisms are used to assess performance and identify emerging problems or areas that need improvement. An overview of the principal methods follows:

- **Project Management Planning and Tracking System.** Project management ensures that performance meets client expectations. Xerox tracks and measures project production, cost, resources, and schedules. The project manager reviews these elements and responds with necessary adjustments. The Xerox project manager along with the City's project manager also reviews and uses the results in strategic and process improvement planning.

- **Project Reporting.** Project reviews and coordination meetings are the primary means for ensuring that all aspects of project status—including progress, problems, and solutions—are uniformly known to all parties involved. This management approach encourages candid, open discussions at every level.

- **Project Control.** Project performance is controlled from several perspectives; cost, schedule, and quality.

- **Cost Control.** Cost controls are established to provide the necessary data to ensure budgetary compliance.

- **Schedule Control.** Schedule controls are established for the project, from enhancement implementation to intermediate milestones, to ongoing operations. Schedule tracking reports provide the project manager with detailed information to respond to issues and ensure timely submission of deliverables.

- **Quality Control.** Quality control protocols, which include problem tracking and resolution, as well as risk assessment and management, are applied throughout Xerox's program management process. Because quality assurance is integrated into project operations, timely performance,

xerox

April 3, 2012

control of program resources, accurate monitoring of progress, and sound fiscal accounting can
be provided throughout all phases of the program.

Program Interactions and Communications

Xerox's quality control measures provide a proactive means to identify problems before they become
issues.

Experience has shown that strong lines of communication with the client provide for a successful program
with no controversy. To ensure engagement by the City of Wilmington and to provide visibility of project
progress, we recommend regularly scheduled project meetings. These interactions between the Xerox
management team and the agency program staff will continue to establish a productive partnership
between the two parties.

Marketing and Public Service Information

*Xerox understands that public education is the key to maintaining a truly successful Alarm
Registration and Management Services (ARMS) program that benefits Wilmington, the Wilmington
Police Department, and the people they serve. The support of citizens is critical to the success of the
false alarm billing system.*

Due to Wilmington's established false alarm program, Xerox will continue to provide the resources to
promote public education of the program. We understand that all of our interactions with the public
including answering customer service calls, notice language, and prompt noticing all become a part of the
public education process.

The primary message of the public service information must be that every citizen of Wilmington is
responsible for properly registering the alarm systems in their homes and businesses. The public
understands that the Wilmington Police Department (WPD) will continue to serve and protect them by
responding to emergencies, but they must also understand the amount of police resources that are drained
daily, responding to false alarms. The marketing and public service information will help the public
understand their role in minimizing the false alarms so that police resources can be applied elsewhere.

Wilmington understands the benefits of an ARMS program and the positive effect it can have on
improving public safety and emergency response. Xerox believes that this program is publicly supported
while operationally managed to simultaneously maintain the public trust.

Maintain and Manage the City's Alarm Ordinance

The false alarm program operations will be organized as follows:

The experienced alarm management team will continue to operate, process, and maintain the ARMS
program in accordance with the City's requirements and Ordinances. This team is comprised of its alarm
project manager, alarm and registration processors, and customer service representatives. Members of the
proposed team have installed and/or operated false alarm management programs spanning cities and
counties.

*The contents of this proposal are subject to the disclosure
statement on the title page of this proposal.*

© 2012 Xerox State & Local Solutions, Inc.

xerox

Xerox alarm program (ARMS) staff services will include:

- Collecting and entering initial alarm permit data

- Processing new registration applications

- Importing daily false alarm incident data and producing/mailing alarm notices

- Billing for excessive false alarm fines

- Collecting and accounting for fees/fines

- Answering alarm company and subscriber inquiries, as well as other customer services

- Managing delinquent accounts

- Supporting the City's false alarm appeals process

- Providing information to support enforcement efforts

- Supporting false alarm marketing, communications, and public education efforts

- Maintaining all required records of alarm companies and users

- Management reporting of false alarm program activities, progress, and requirements

Xerox will continue to deposit revenues into Wilmington's bank account which supports the program. All program funds will flow to that bank account, though daily balancing remains the responsibility of Xerox, subject to the City's oversight. Xerox will invoice the City for the Xerox amounts due under the terms developed pursuant to this proposal.

The Xerox Project team will also conduct regular program status meetings with Wilmington Police Department (WPD) program management, respond to telephone and written inquiries by alarm users and alarm companies, insert alarm prevention materials in selected false alarm correspondence, schedule and prepare support for hearing and appeal requests, and perform other tasks, as required, to ensure a successful false alarm reduction program.

Xerox will furnish and maintain all computer hardware, furniture, equipment, and software necessary to install and operate the system. Because we propose a state-of-the-art client/server based system, primary false alarm processing will be conveniently performed at the existing ARMS office in Philadelphia. Xerox will also provide all necessary forms, supplies, and mailing materials to administer and operate the ARMS solution.

Xerox will accurately process new applications according to Wilmington specifications.

As required, ARMS (Xerox) processing staff will review permit applications for completeness and research any information that is missing or incomplete. Staff will also ensure that no outstanding fees are owed before issuing a permit. The proposed CryWolf® system is designed to register and track alarm companies and alarm users. The system will generate permits using a Wilmington approved numbering system. The system also tracks registration holders and non-registered locations through the system's "point and click" user interface. CryWolf® issues verification that the application was received, and notification of its acceptance or denial. Outstanding charges are automatically tracked for all accounts

xerox

regardless of registration status, and fees are easily applied to proper accounts and charges. The system also processes returned checks.

Data stored in the system can be searched electronically by a variety of fields including, but not limited to, registration status, registration number or partial number, name or partial name, address or partial address, and phone or partial phone number.

CryWolf® is designed to process permit information received through the mail, direct (electronically) from alarm companies, and online (Web-based) by customers.

Provide Daily Maintenance and Updates

As part of our solution, we will create and maintain a database of alarm locations, including permit numbers and holders. This database will be maintained within the CryWolf® system in our Philadelphia office.

CryWolf® will also receive a daily update of alarm incidents (True and False) from the WPD CAD system to be tracked and billed. We propose that each day, a file of alarm incident information for the previous day (or weekend) be extracted by the CAD/911 command center and sent electronically via FTP site to the ARMS office.

CryWolf® automatically generates notices of false alarm events and invoices for the amounts detailed in accordance with the false alarm ordinance for excessive activations. In addition, the system maintains critical account information for every account including; outstanding balances, reason for registration issuance, denial, or the suspension of an account if applicable. Detailed daily reports of billing transactions and correspondence will be prepared and stored for direct access by ARMS and authorized City staff.

ARMS staff will promptly (typically next business day) produce, insert in envelopes, and mail all false alarm billings, as well as perform collection efforts on returned and unpaid billings. Our solution includes a variety of techniques to help the City collect fines including multiple and varied noticing and other targeted collection techniques. Staff will also determine, in accordance with Wilmington provided business rules, if a permit should be suspended or revoked based on non-payment of false alarm charges over thirty-five days from the invoice date.

As performed by Xerox for many other jurisdictions, ARMS staff will also reconcile invoice and deposit activity to cash receipts. All such reconciliations will be properly documented and reported to Wilmington Finance Department and to Wilmington Program administration on a timely basis.

CryWolf® maintains a complete accounts receivable database of permit holders with outstanding charges. The system also maintains other existing permit information, as well as allowing for the verification of new registration locations against either the proposed address verification database or an ESRI-standard GIS (map) street centerline file.

Programming and Enhancement Requirements

Xerox will provide all programming and enhancement requirements according to Wilmington specifications.

xerox

We propose to undertake the programming necessary for the system to meet the City of Wilmington requirements. The CryWolf® system also includes over 250 tailorable features and table-driven options that allows the system to quickly adapt to most future ordinance and business rule changes. In addition, the CryWolf®system is covered by a robust update program, driven by over 200 clients.

PSC understands that enhancements may be requested by Xerox for Wilmington as required. Some enhancements, e.g. fee and letter changes, may be accomplished without any custom programming or special service costs. If there is a cost associated with an enhancement, PSC will provide the cost to Xerox as soon as the enhancement request is evaluated. We acknowledge that the expected turnaround of enhancement requests will be determined by urgency (e.g., ordinance change). Xerox will provide advance notice in writing to Company when changes to the system are expected.

Management Reports

Xerox will effectively generate and manage all required reports.

The City will have access to a variety of management and tracking reports that can be produced by our system. CryWolf® includes nearly 60 standard financial and activity reports with various data filter and format choices. In addition, unlimited custom reports are available from a built-in report generator, as well as from the third-party Crystal Reports report generator. For example, reports can be generated that sort alarm data by a variety of categories including; new alarm permits/registrations, number of activations, user address, police area, alarm company, and age of outstanding fees and fines. The system can also generate individual account histories that include payment dates and all actions taken regarding an individual account. Examples of standard reports include the following:

- Daily cash receipts, adjustments and returned checks

- Detailed aging report of past due, outstanding charges

- Top Offenders Report

- Daily and Monthly false alarm volume

Financial Procedures and Audits

Xerox worked closely with the Wilmington Finance Department to establish ARMS policies and procedures in accordance with its current accounting practices.

Xerox will continue the established policies and procedures for handling, processing, and reporting alarm billings and fees. These procedures will be in accordance with Generally Accepted Accounting Practices (GAAP) and consistent with the accounting practices of the City of Wilmington.

Xerox will properly audit activity to cash receipt and retain all related transaction documentation according to the City's requirements.

Payment information for the previous day will be imported electronically into CryWolf® from our own batch payment processing software and/or other payment systems (e.g., online payment) and applied to accounts and invoices. A financial payment report will be prepared, detailing all daily payment

xerox

transactions, and stored for direct access by ARMS and authorized City staff. ARMS staff will reconcile activity to cash receipts and is prepared to retain all related transaction documentation as handled on the current contract today. This documentation will be made available for review, as requested, by both internal and external auditors of the City.

Forms, Supplies and Mailing

Xerox will supply all necessary forms and supplies for the administration and operation of the Alarm Tracking and Billing (ATB) system. These will include registration forms, permit forms, false alarm notification letters, invoice forms as well as postage and other mailing supplies. Xerox will continue to include these supplies as we do today with no extra hidden supply cost reimbursement from the City so the City can accurately budget the program revenues and costs associated.

Website Access

The CryWolf® system provides a proven on-line registration application.

The proposed CryWolf® alarm tracking and billing application includes an online registration capability. This function provides the ability for an alarm user to register and access information about their account online, This capability is implemented at Wilmington's request, with the following minimum features:

- Secure Web site

- Ability to type and submit applications while online

- Ability to download applications while online

- Ability to verify address information with the Master Address File, using drop down boxes

- Ability for the customer to update any change of information

- Ability to generate an acceptance or denial e-mail to applicant including information on the status of a permit

- Ability to accept payment online (via a secure site)

- Work with Wilmington to develop a link directly from the City's home page for users to review the ordinance

- Daily we will provide the City's Alarm Administrator any incident exceptions for him/her to clear or process.

- We will make adjustments or corrections to the alarm billing accounts as requested by the City's Alarm Administrator.

- The website will have information on fine structure, police response, appeal process, education issues and other topics related to the City's alarm ordinance.

xerox

C.   Technical Specifications

Xerox is proud to offer Wilmington the industry's leading false alarm tracking and billing technology, CryWolf®. CryWolf® is a table-driven, modular, high volume, transaction-based, alarm management system. Its unique, yet flexible design is patented (U.S. Patent No. 6,856,246). It has a number of proven, sophisticated components and subsystems, which are readily tailored to the City's requirements. CryWolf® provides a Windows-based, client/server program that combines networked, PC-based software and a central open architecture Microsoft® SQL Server database system The system will be comprised of:

- Windows Server, and four to six networked PC Workstations

- Microsoft SQL Server® database software

- Customized CryWolf® False Alarm Management Software (sufficient licenses to perform all proposed tasks)

- Software interface to CAD extracted alarm data file

- Software interface to payment file generated by lockbox bank

- Software interface to payment files generated by other payment systems

As an enhancement to the current system, Xerox proposes to upgrade the system to a new .NET framework for improved efficiency. CryWolf® is built entirely with Microsoft .NET technology which operates on all recent Windows operating systems including the latest Windows 7, 64-bit platform. The .NET platform also supports highly tailorable alarm related forms, letters and invoices; transfer of alarm data to and from CAD; secure, online access to alarm information; built-in tools for validating addresses; and extensive web-based registration, payment, and other functions. CryWolf's robust and flexible structure allows it to easily interface with Wilmington's CAD system and maintain advanced functionality. Because CryWolf® is the patented technology of our teaming partner, Public Safety Corporation; we can assure the City of Wilmington that the system will continue to support responsive, state-of-the-art false alarm administration services throughout the life of the contract.

This technical solution offers processing strength, an efficient growth path, flexibility, easy maintenance and backup, and fast upgrades using industry-standard components.

As described in the remainder of this Section, our proposed false alarm registration and management services fully meets and exceed the City's technical requirements without requiring extensive custom programming.

Overview of Requirements for System Operations and Services

Xerox will maintain master file and detail transactions, including:

Alarm Registrations and associated registration numbers. The CryWolf® system is designed to track Alarm Companies, registration locations and non-registered locations through the system's "point and click" user interface. Outstanding charges are automatically tracked for all accounts regardless of

xerox

registration. Data stored in the system can be searched electronically by a variety of fields including but not limited to registration status, registration number, name, address, and type of alarm.

Registration holders. The CryWolf® system is designed to track an unlimited number of related person types including registration holders, by linking alarmed locations with user-defined Person Types.

Address Verification. CryWolf® can geo-code (verify) addresses based on ESRI standard (GIS/Map) Street Centerline shape files or a database of valid addresses.

Electronic data transfer between CryWolf® and the WPD CAD system. CryWolf® has already interfaced with a New World - Aegis CAD data system in Indian River County, Florida. We propose to have WPD extract alarm data daily and upload this file to our FTP site. If requested CryWolf® can also export (upload) text files of information to update the CAD with alarm status information, e.g. suspensions, permit reinstatements, and deletion of inactive accounts.

Ad Hoc Inquiry. The proposed CryWolf® System accommodates easy, user-friendly ad hoc inquiry. As shown in Figure 2, CryWolf® allows searching by using a full or partial name, partial address, partial registration number, and even a partial phone number.
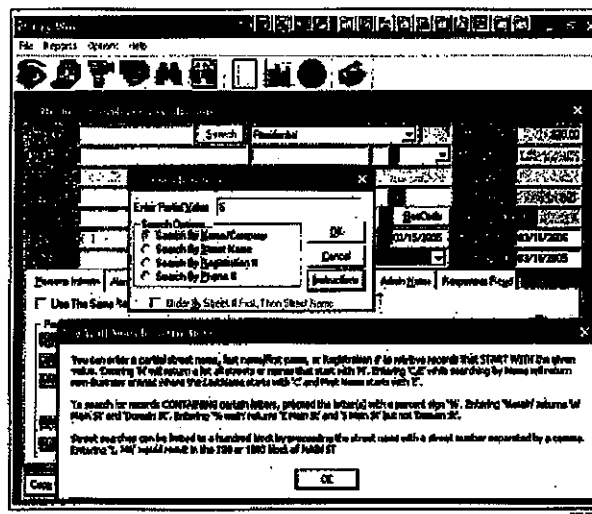
Figure 2. CryWolf User-Friendly Inquiry Page.
The proposed system accommodates easy, user-friendly ad hoc inquiries.

The instructions that are printed out in the screen demonstrate how the wildcard of the % sign can be used. Wildcards are used to speed up the search and are quite useful if the spelling is a little unusual or if the user only remembers the first few numbers of the phone number.

Daily Update

Daily updates will be provided for data exchange between systems.

As part of our solution, we will create and maintain a database of alarm locations, including permit numbers and holders. This database will be maintained within the CryWolf® system in our Philadelphia office.

xerox

As required in the RFP, we propose to upload permit information daily from CryWolf® to the WPD CAD system using an agreed upon electronic transfer approach. CryWolf® will also receive a daily update of alarm incidents (True and False) from the WPD CAD system to be tracked and billed. Each day, a file of alarm incident information for the previous day (or weekend) are extracted by the CAD/911 command center and sent electronically via FTP site to the ARMS office. The proposed CryWolf® System interfaces with false alarm incident files extracted from over a dozen CAD/911 systems.

CryWolf® automatically generates notices of false alarm events and invoices for the amounts detailed in accordance with the false alarm ordinance for excessive activations. In addition, the system maintains critical account information for every account including; outstanding balances, reason for registration issuance, denial, or the suspension of an account. Detailed daily reports of billing transactions and correspondence are prepared and stored for direct access by ARMS and authorized City staff.

ARMS staff will promptly (typically next business day) produce, insert in envelopes, and mail all false alarm billings, as well as perform collection efforts on returned and unpaid billings. Our solution includes a variety of techniques to help the City collect fines including multiple and varied noticing and other targeted collection techniques.

As performed by Xerox for many other jurisdictions, ARMS staff will also reconcile invoice and deposit activity to cash receipts. All such reconciliations will be properly documented and reported to Wilmington Program Administration on a timely basis. CryWolf® maintains a complete accounts receivable database of permit holders with outstanding charges.

Permit Issuance/Renewal

Required Permit/Registration Fields

The CryWolf® alarm user registration module includes over 95 registration-related and name-related fields. This large number of available fields ensures that critical information required is available as needed. These fields include:

- Applicant/permit holder
- Permit number
- Site, city and address within city (including suite/apartment number/letter
- Type of property (user-defined), e.g. residential, commercial
- Business name
- Owner's name
- Telephone number
- Names of up to four related alarm companies for each permit, e.g. alarm monitoring company, alarm installation company
- Date of installation, conversion or takeover of the alarm system; whichever is applicable

The CryWolf system also has a built-in permit registration form with headers and footers that may be tailored to meet the needs of Wilmington.

CryWolf® allows for user-defined location types, e.g. residential, business, government; user-defined status types, e.g. active, suspended, etc.; user-defined contact person types, e.g. owner, keyholder, officer, etc. The main alarm registration data entry screen is shown in Figure 3, and highlights other features such as color coding of key data, easily viewed summary information, and access to a complete account history directly from the registration screen.
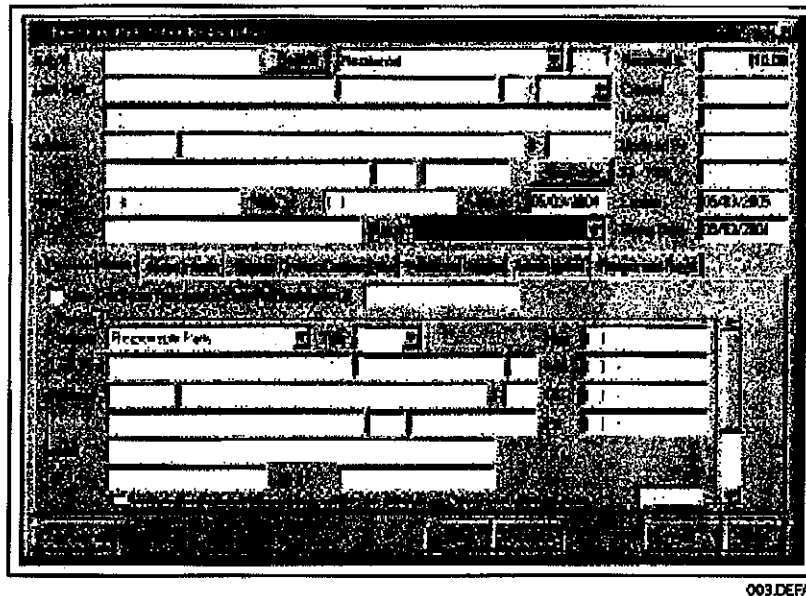
003.DEFA

Figure 3. CryWolf® Registration Screen.
CryWolf® tracks registration information screen provides a complete account history.

As also shown in the registration screen in Figure 3, CryWolf® is designed to track registration locations, registration holders, as well as, non-registered locations, and an unlimited number of related names for those accounts.

CryWolf® is a proven and extremely flexible technology that ensures registration accuracy and completeness, as well as the data import functionality necessary to build the registration database quickly and efficiently.

Critical Dates

CryWolf® maintains many dates, through its use of various system tables. The System tracks the create and update dates for every account, as well as the Permit Issue Date, Suspension Date, Reinstatement Date and last status change date. All actions (including offenses) related to every account are also tracked, allowing the system to generate individual account histories that indicating the exact date of every action such as; renewal dates, suspension dates, re-inspection dates, reactivation dates, payment dates and all other actions taken regarding an individual account.

xerox

Account Types

CryWolf® can identify and maintain an unlimited number of user-defined account types. These can include Permit Holder, Privately owned and maintained, non-permit holders, panic, and/or hold-up alarms. These will provide the structure for the billing the different fine levels for Commercial and Residential accounts as required by Wilmington.

Permit Numbers

CryWolf® can generate unique registration numbers, as needed. These numbers can be alphanumeric and can be either system generated, manually generated or a combination of both manual and automatic.

Figure 4. CryWolf® General Information Screen.
CryWolf's proven, flexible technology ensures registration accuracy and completeness.

Reasons for Permit Denial

The System can maintain unlimited, user-defined reasons for denial of a permit. The reasons may include:

* Application incomplete, misleading or false

* Applicant/permit holder has unpaid charges/fees

* Alarm system installed is unreliable

These reasons may also be used to establish special form letters so that the reasons are documented and automatically become part of the chronological action trail in an account/permit history.

Upload of Alarm Permits

CryWolf® has imported false alarm incident data from files extracted from New World – Aegis CAD Systems. In addition, CryWolf's CAD interface will export (upload) alarm permit information for further

The contents of this proposal are subject to the disclosure
statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc

April 3, 2012

17

processing by the CAD system or WPD. This permit information can include such information as new permits, suspensions, reinstatements and account deletions, as needed.
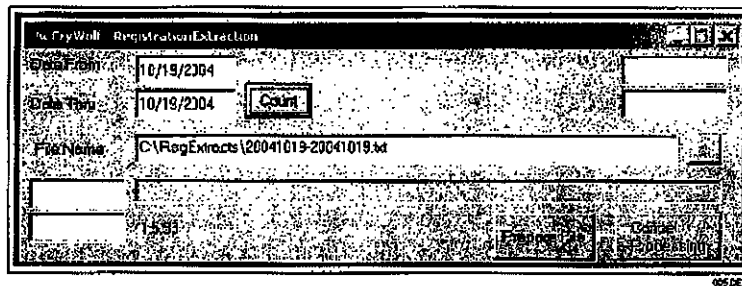
Figure 5. Registration Extraction Screen.

This CryWolf® permit export (upload) process is already being used in support of a New World – Aegis CAD System where the system receives the upload.

Set Aside of Accounts Under Appeal

The System allows permits/invoices to be flagged upon appeal so that permit holders are not sent delinquent notices regarding appealed billing actions. Invoices for existing fines can be re-generated upon WPD denial of an appeal. This action would reset the time (determined by WPD) for notification of an overdue payment.

Notification of Permit Disposition

CryWolf® allows a permit applicant to be sent a tailored notification of an accepted or denied permit application with reason for denial.

Generation of Suspension/Revocation Notices

The ARMS staff will provide timely notification to the WPD Alarm System Coordinator (ASC) of permit holders that are subject to permit suspension, revocation or reinstatement, and apply any status decisions made by the Xerox when required.

CryWolf® can generate suspension/revocation notices at any time based on reasons provided by WPD. These generated actions can be based on a specific alarm count, based on outstanding debt such as more than 90 days delinquent, or manually generated at any time. An example of the screen for suspension based on delinquent payments is shown in Figure 6.

xerox

Figure 6. Example Suspension Screen.

Adjustments to Alarm Incidents

CryWolf® includes a hearing module. This module allows for the reduction of fees, reassigning of alarm calls, and even the deletion of calls as required. All hearing results are tracked by registration and can be reviewed as needed.

Retain Historical Permit Information

The System maintains permit and other data indefinitely until specifically archived or purged. Data will be maintained for at least the twenty-four (24) month period or for a greater time period by mutual agreement. This data will include historical information on permit issuance, suspension and reinstatement on each property.

CryWolf® maintains a complete history of every action related to an account. As shown in Figure 7, a complete history of any account can be reviewed onscreen and/or printed at any time.

Figure 7. Complete Account History Review Page.

The account history and many other reports are hyperlinked to copies of supporting documents. This means that an invoice number may be "clicked" on the history report to bring to the screen a static copy of the actual invoice. This copy may be viewed and/or printed. This hyperlink feature can also instantly access the information from CAD supporting any incident by clicking on the incident/case number, or any hearing results by clicking on the hearing/appeal number.

Maintain Current Permit Status

CryWolf® maintains an unlimited number of user-defined account status types, such as active, suspended, inactive, expiring or expired. As shown in Figure 8, the current status is always tracked for each account and can be color-coded for display on the registration form.

Figure 8. Current Status Tracking.

xerox

Maintain Incident Count

CryWolf® always tracks the current number of alarms. For example, as shown in Figure 9, the total alarm count is displayed at the top of every subscriber account history report. While processing alarms, the 'next alarm count' is determined automatically to ensure proper charging.

Monitored by	4057	ADT SECURITY - DENVER/AURORA					Co Registered	
Sold By	1451	ADT SECURITY /LANHAM					Co Registered	
Current Escrow $12.00	Total Actions 217	Total Alarms 68	Total Charged $20,948.00	Total Appealed $150.00	Total Refund $0.00	Total Paid $18,660.00	Total Outstndng $2,138.00	
Invoice	CCN	Inc Date	Action/Sent	Action Taken		Charge	Pd/Rfnd	Appeal

Figure 9. Total Alarm Count Display.

Cross-Reference between Alarm Holder and Properties and Alarm Companies

CryWolf® tracks up to four alarm companies for every subscriber account (Figure 10).
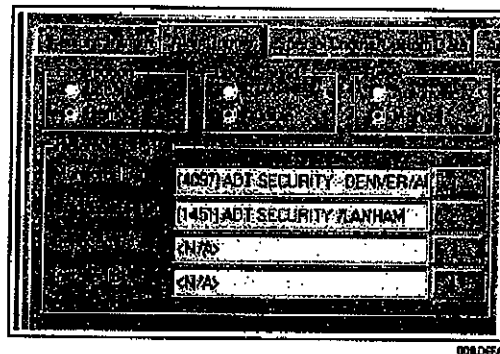
Figure 10. Alarm Tracking.

CryWolf® also allows for different registration 'properties/locations' to share the same responsible party, by linking subsequent registrations to the original registration (Figure 11).
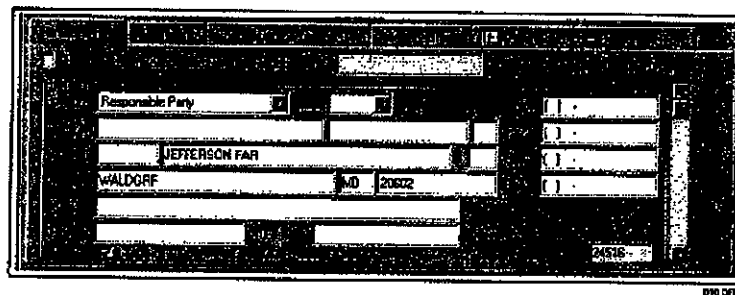
Figure 11. Registration Linking.

As shown in Figure 12, CryWolf® allows searching by using a full or partial name, partial address, partial registration number, and even a partial phone number.
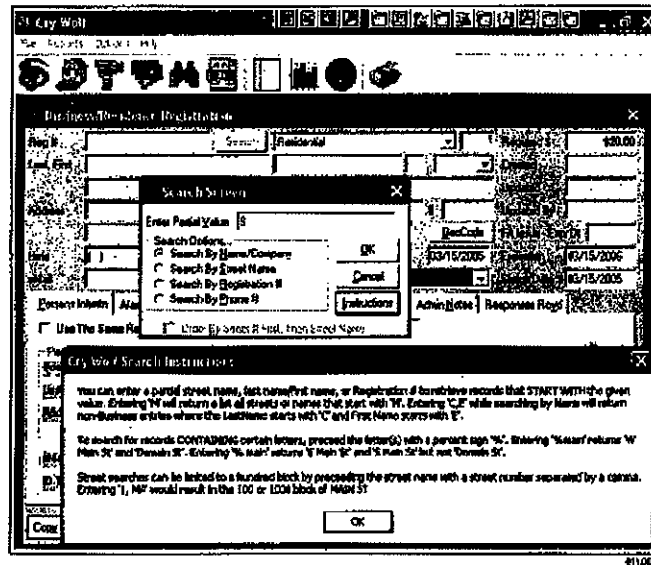
Figure 12. Search Capabilities.

The instructions that are printed out in the screen demonstrate how the wildcard of the % sign can be used. Wildcards are used to speed up the search and are quite useful if the spelling is a little unusual or if the user only remembers the first few numbers of the phone number.

The above Search caption would produce the following results shown in Figure 13:
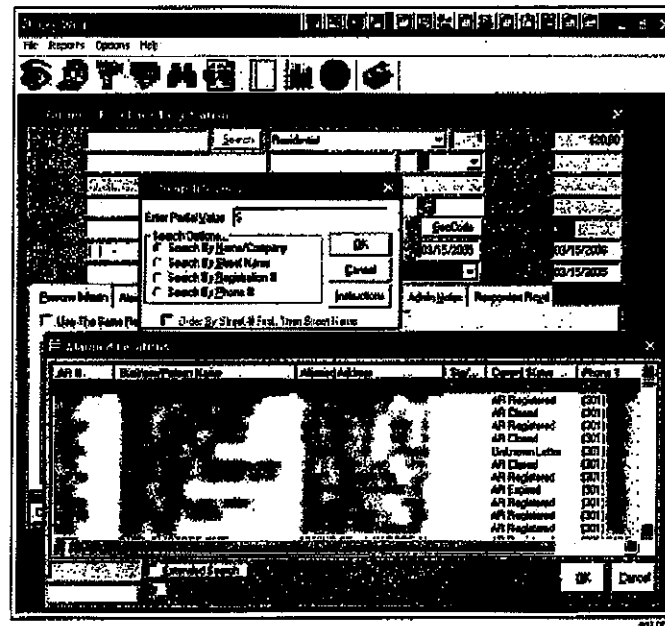
Figure 13. Search Results.

xerox

© 2012 Xerox State & Local Solutions, Inc.

With the addition of a letter or two, our search can be limited so the user does not have to scan through as much material and is less likely to make errors. This limited search is demonstrated Figure 14.
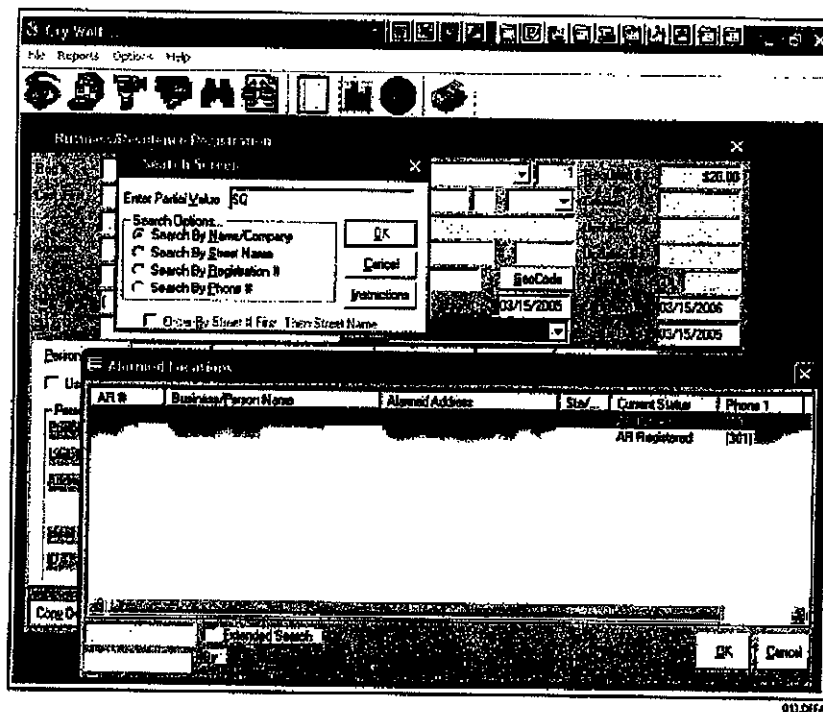
Figure 14. Limited Search Feature.

Perform "Soundex" Search

Crywolf® can perform "Soundex" searches.

Track Non-Monitored Alarms

Crywolf® can track alarms not reported by alarm monitoring companies (audible alarms). These alarms can be imported from CAD as part of the daily CAD import or manually entered.

Generate (And Mail) Notices for False Alarm Occurrence

CryWolf® includes a table-driven false alarm fee and noticing structure. This table-driven system (shown in Figure 15) allows users to adjust at which alarm count alarm fees start to accrue. These alarm fee tables can be customized for each location type, e.g. residential, defined in the system. These fee structures can be changed at any time. Any alarm count can generate a letter (or not), generate a fee/invoice (or not) and change the status of the account, if required.

Figure 15. Table-Driven Fee and Noticing Structure.

Capture Data to Establish a Billing Account

CryWolf® maintains various data for a billing account including a unique Permit/Account Number, billing name and billing address. The billing address may be different from the alarm Permit location, when needed.

Maintain Active/Inactive Flag

CryWolf® maintains an unlimited number of user-defined status values. These values can include active, suspended, inactive, as well as any other status values required. This flag can be used to prevent a renewal notice from being generated for permits which have been revoked. As shown in Figure 16, status values can also be color-coded on the registration form and history report for easier identification.
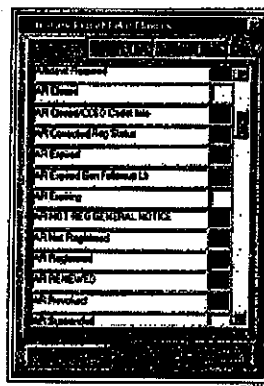
Figure 16. Color-Coded Status Values.

Reference Account Number to Primary Account Number

As shown in Figure 17, CryWolf® allows users to link any registration account(s) to any other registration account for billing purposes.

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc.

xerox ●'

Figure 17. Account Registration Linking Capability.

Registration information fields, such as ID1 and ID2, seen in Figure 18, can be used to store certain elements of information about the registrants. This information can incorporate "skip tracing" procedures if you need to find this registrant at a later time. The extra data required could be examples such as; Driver's License Number; City of Birth; DOB; Social Security Number; etc. The following screenshot is the bottom portion of the Registration screen showing the ID1 and ID1 and listing some of the choices for the captions that are available.

Figure 18. Registration Information Fields.

Ability to Query Permits Based on Various Criteria

As shown in Figure 19, CryWolf® allows searching by using a full or partial name, partial address, partial registration number, and even a partial phone number.
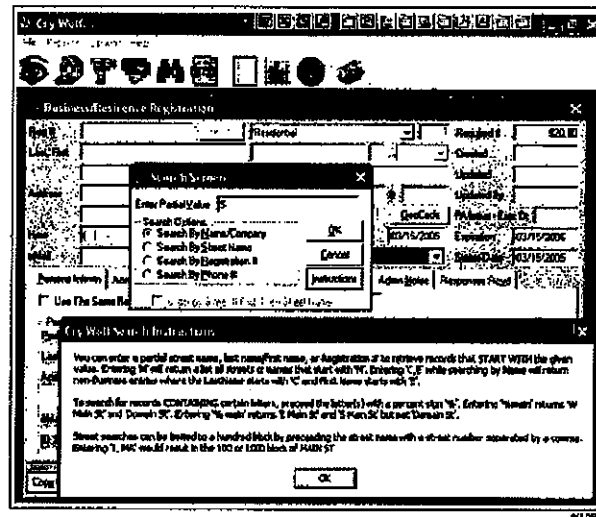
Figure 19. Search Options.

The instructions that are printed out in the screen demonstrate how the wildcard of the % sign can be used. Wildcards are used to speed up the search and are quite useful if the spelling is a little unusual or if the user only remembers the first few numbers of the phone number.

System Accepts and Bills Based on Disposition or Clearance Code

As shown in Figure 20, "Officer Clearance" or Final Disposition Codes established by Wilmington and obtained from the City's CAD System can be used to trigger bills for false alarms. The officer comments screen is shown in Figure 21.
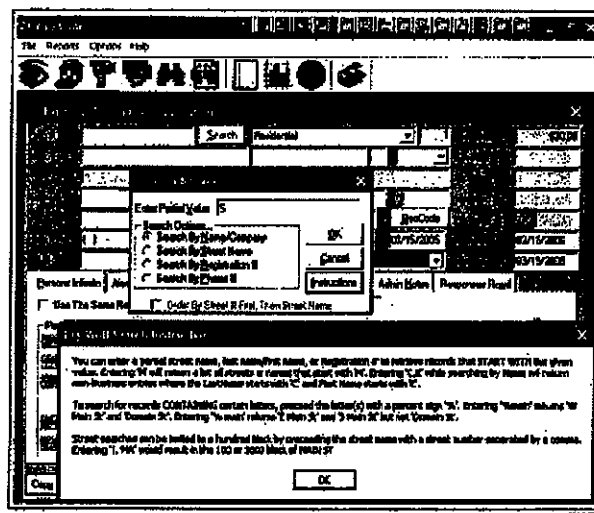
Figure 20. Disposition or Clearance Code.

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc

xerox

Figure 21. Officer Comments Screen.

Maintain Table of Charges Based on Incident Type or Permit Held

CryWolf® includes a table-driven false alarm fee structure. This system allows users to adjust the alarm count level at which alarm fees start to accrue. These alarm fee tables can be customized for each location or permit type, e.g. residential, defined in the system. The tables can also be defined by incident type, e.g. true, false, burglary, robbery, fire. The fee structures can be changed at any time and an alarm count can generate a letter (or not), a fee/invoice (or not), and change the status of the account, if required.

Figure 22. Table of Charges Based on Incident Type or Permit Held.

As also shown in Figure 22, the false alarm charge can be determined within the two (2) waived call limits and based on incident type, e.g. true, false, burglary, robbery.

Show All Incidents and Associated Charges

Choosing to include the history report with the invoice allows for inclusion of all information related to an account including any "Waived Calls".

Balance Forwarded on Invoice

As shown in Figure 23, CryWolf® can place all balance forwarded (outstanding debt) onto each invoice generated. Invoices can also include the past amount due, payments made, adjustments, invoice date,

xerox ®'

The contents of this proposal are subject to the disclosure
statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc.

April 3, 2012

27

invoice number, City (CAD) incident number, type of incident, resource/description, time/date received and incidents and charges during current billing period.

Figure 23. Balance and Invoice Information.

Waiver of Fees and Alarm Count Adjustment

CryWolf® includes a comprehensive hearing and appeals module, which allows for any adjustments to fees owed and alarm counts, as requested by the WPD.

Input of Miscellaneous Charges

CryWolf® can charge any amount to an account at any time and for any authorized reason. For example, CryWolf® can charge returned check fees, when needed.

Incorporate Skip Tracing

CryWolf® can incorporate skip tracing procedures on returned billings.

Input Cash Receipts and Indicate Which Charges/Fees to Apply Payments

As shown in Figure 24, single or multiple invoices/charges may be selected for payment from a screen list of all outstanding charges for an account.

xerox

Figure 24. All Outstanding Charges Screen.

User-defined payment types, e.g. normal payment, payment correction, payment from escrow account may be selected for each payment, as shown in Figure 25.

Figure 25. User-Defined Payment Selection Screen.

Apply Full or Partial Payment on Collection, as Required

The Crywolf® System allows full or partial payments to be applied on collections based on Wilmington-defined payment types, e.g. False Alarm Fines by check, cash, and credit card, as shown in Figure 26.

Figure 26. Apply Full or Partial Payments on Collections.

Bill Customer for Returned Check and Stop Payment Charges

CryWolf® can charge any account additional fees at any time. Additional fees can be related to bad checks or for accounts that issue stop payments. See Figure 27 for an example of a returned check fee entry.

Figure 27. Returned Check Fee Entry.

xerox

Process Cash Receipts the Same Day as Received

ARMS processing staff will generally process cash receipts the same day as they are received. Standard processing procedures call for same day bank deposit and reconciliation of all receipts followed by system payment entry and account application.

Accept Credit Card Payments on Line

Xerox currently accepts credit card payments of all false alarm fees/fines on line and will continue to do so. Xerox currently accepts credit card payments in many violation processing programs including the false alarm programs in Philadelphia.

Clear Distribution of Forgiven Fines to Xerox and Wilmington

The distribution of fines between Xerox and Wilmington is based on collected fines only. Any fines paid, but later forgiven because a call was mislabeled or cleared incorrectly, will be refunded to citizens and the amounts previously distributed to Xerox and Wilmington subtracted as soon as possible from the next collection reconciliation period's (month's) fines.

Accurate Conversion of All Information

Any alarm data converted (imported) to the Crywolf® system will be provided to Wilmington for validation. Any corrections required by this validation process will be made by Xerox/PSC. Permits imported into Crywolf® from other databases will not be placed in a separate inactive file, but instead will be placed in the main Crywolf® database and assigned a Wilmington-defined status.

Reports

Wilmington receives a variety of management and tracking reports produced by the CryWolf® system. The system includes over 55 standard reports with filters to display data by various date and data ranges. For custom reports, a basic report writer is built-in to the system and the data is also accessible by third party report design software, such as Crystal Reports.

Most major reports, such as the account history, are hyperlinked to allow an account number, invoice number, incident/case number, or hearing number to be pointed to and "clicked". Once clicked, a static copy of the original source document is brought to the screen for review and/or printing. This feature can be used to drill down through several of documentation. The hyperlink process greatly reduces research time, and is invaluable for supporting the appeal process and responding to citizen inquiries.

Reports can also be generated to sort alarm data by a variety of categories including new alarm permits/registrations, annual renewals, number of activations, user address, police area/beat, Alarm Company, and the age of outstanding fees and fines. The system can also generate individual account histories that include payment dates and all actions taken regarding an individual account. For example, the Activities Summary Report, shown in Figure 28, allows ARMS staff to quickly view all information related to:

- Annual alarm permits/registrations mailed and paid by subscriber
- Issuance of alarm identification for new subscribers

- Issuance of suspensions and revocations

- Fines assessed and collected

- Reinstatement notices mailed for suspended or revoked alarm permits/registrations

Figure 28. Activities Summary Report.

All reports can be generated on-demand. Most reports are date specific, and many reports include additional filters such as limits by status (e.g., active) and location types (e.g., business). Registrant name, account number, location, address, phone number, and time limits appear on most of the reports in addition to specific dates.

Examples of reports that can be provided are:

- Receivable reports that can be provided monthly and at the end of each fiscal year

- An incident exception report that shows non-permit holders incidents and codes other than true or false

- A report that includes the number of registered users, number of monitors, number of providers, total fees collected, and other statistics as mutually agreed upon

Figures 29 through 32 are intended to show the large number of standard reports included in the system. The report menus are shown by major report category. Financial reports are included in the first two major categories (screen snapshots). CryWolf® is also accessible by third-party report writers, such as Crystal Reports, to create virtually unlimited custom reports. The next four screen shots show how to request built-in reports from the CryWolf® software.

xerox 🔴®
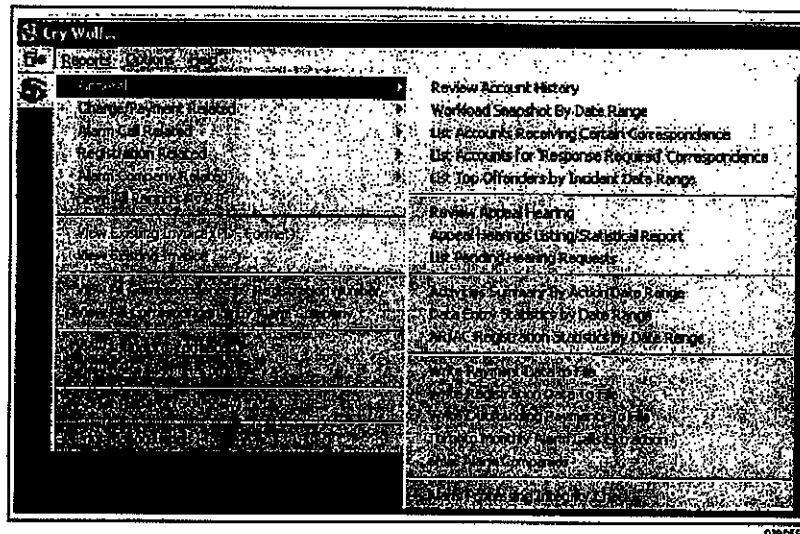
Figure 29. Sample Report Request Screen.
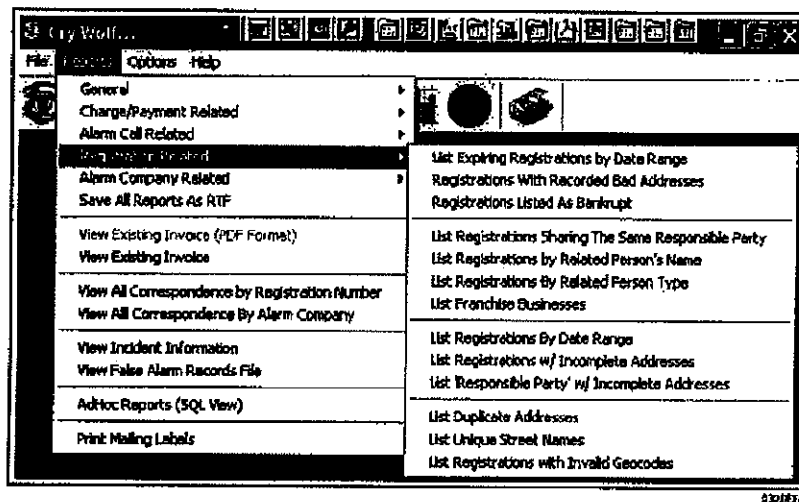
Figure 30. Sample Report Request Screen.

The contents of this proposal are subject to the disclosure
statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc

April 3, 2012

33
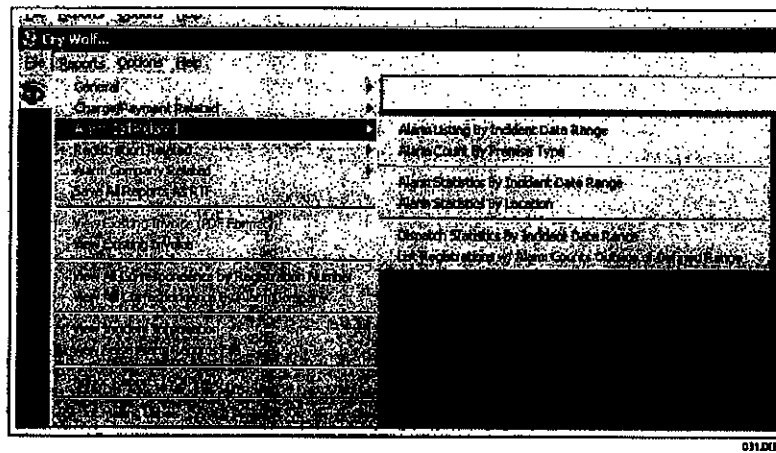
Figure 31. Sample Report Request Screen.
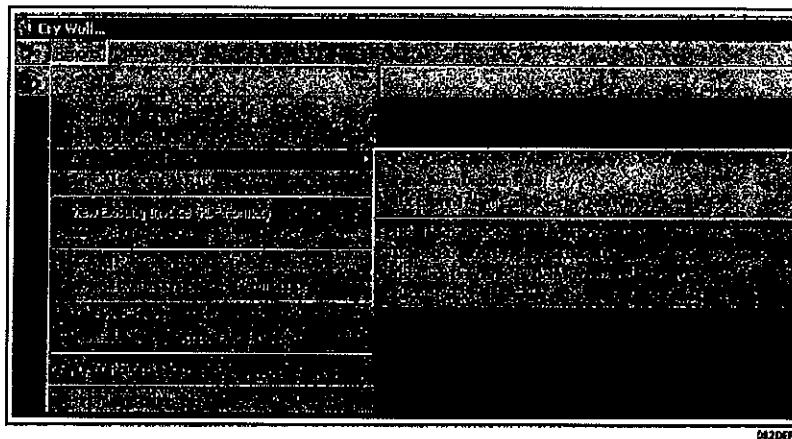
Figure 32. Sample Report Request Screen.

Listings of permits/registrations:

CryWolf® provides a standard report listing permits/registrations with various reporting options, as shown in Figure 33.

xerox
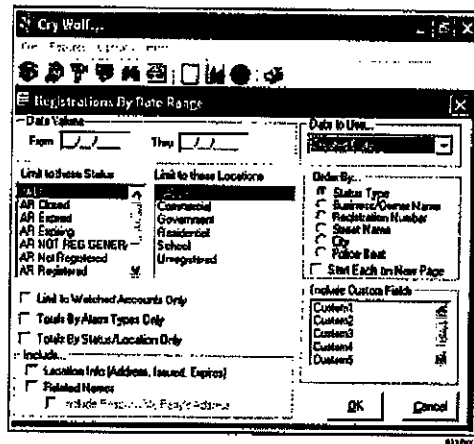
Figure 33. Permits/Registrations Reporting Options.

Listing of permit counts in all categories.

CryWolf® can provide a wide range of reports with the "List Registrations by Date Range" (total by location/status only) report. See Registrations by Date Range and the sample report of all categories in Figure 34.
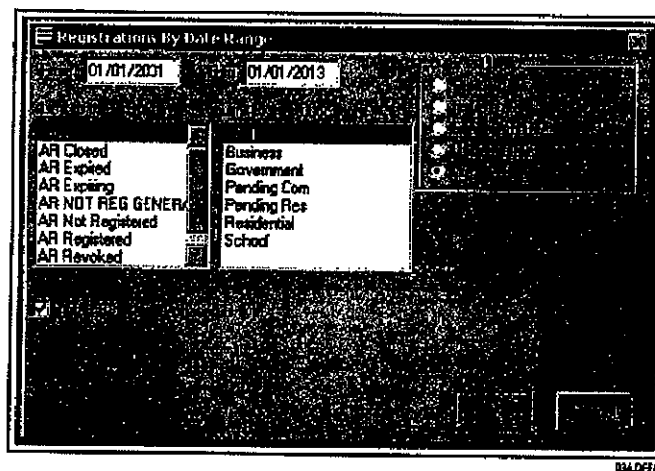
Figure 34. Registrations by Date Range Selection Screen.

Listing of Outstanding Charges.

CryWolf® provides an aged receivables report with the "Aging" report (using date letter sent).

Listing of Cash Transactions.

CryWolf® provides cash transaction reporting through its Payment Tally Report. As shown in Figures 35 through 37, this report can show transactions by day or any other specified time period, and include cash received by billing type, account adjustments, and returned checks.
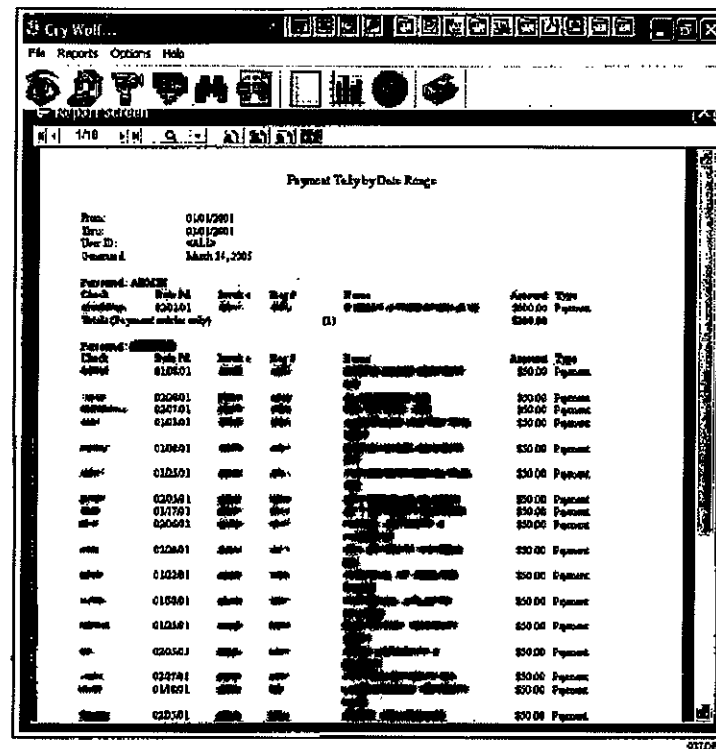
Figure 35. Sample Transaction Report Screen.
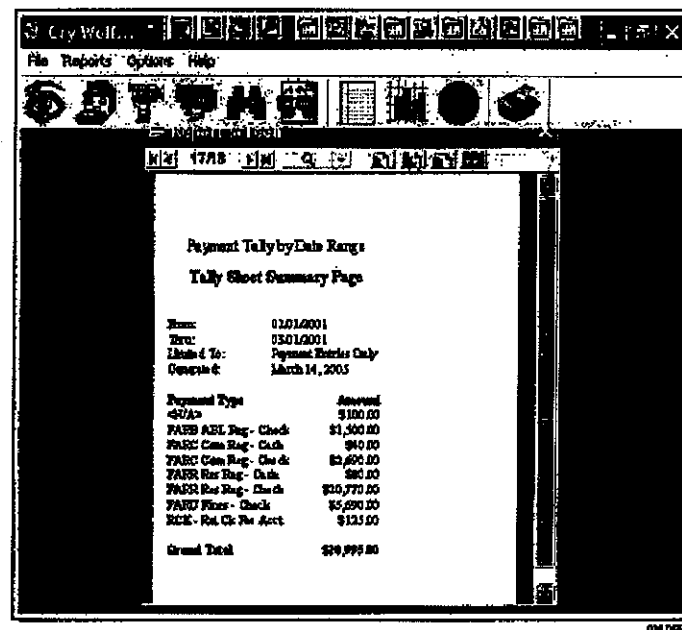
Figure 36. Sample Transaction Report Screen.

xerox
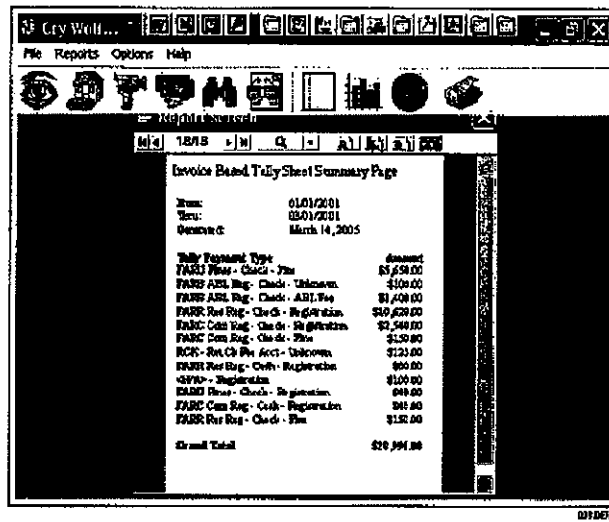
Figure 37. Sample Transaction Report Screen.

Alarm Company Roster.

CryWolf® can show registered alarm companies with the "List Alarm Companies by Date Range" report.

Top Offenders

See the "Top Offenders by Date Range" report in Figure 38.
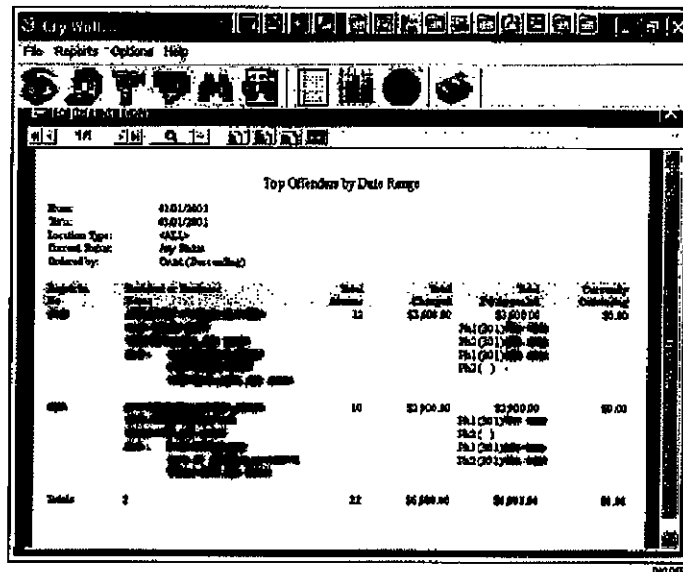
Figure 38. Top Offenders by Date Range Report.

Provide reports in alpha and numeric order.

Many CryWolf® reports can be ordered by registration number or name order, as well as other ordering and filtering options. The example in Figure 39 shows the various ordering options that are available for

xerox 🌐

one of the CryWolf® reports, Top Offenders report. CryWolf® reports can also be saved as PDF files or as Rich Text Format (RTF) files, which can be opened and edited in various other software such as word processing or spreadsheet applications.
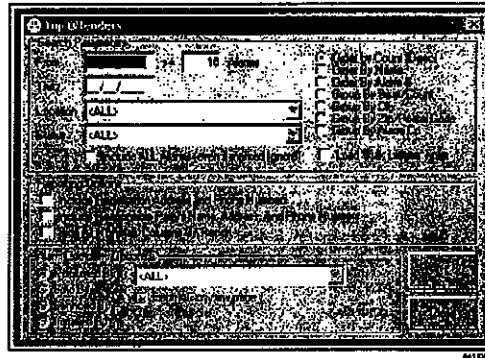
Figure 39. Top Offenders Report Ordering Options.

Other sample reports include:

Maintain incident count

CryWolf® always tracks the current number of false alarms. For example, as shown in Figure 40, the total alarm count is displayed at the top of every subscriber account history report. While processing alarms, the 'next alarm count' is determined automatically to ensure proper charging.

Figure 40. Subscriber Account History Report.

Alarm listing by date range and time:

See the "Alarm Responses by Date Range" report sample in Figure 41.

xerox

Figure 41. Alarm Responses by Date Range.

Alarm Listing by Date Range and Alarm Company:

See the "Alarm Responses by Date Range" report sample in Figure 42.

Figure 42. Alarm Responses by Date Range.

xerox

D. System Attributes

Alarm Registration and Management System (ARMS) System Operation

Production Support

Xerox will provide and maintain all computer and mailing equipment, software, staff, and supplies including consumable supplies (e.g., postage, paper, toner, ink cartridges) necessary to operate the ARMS program. This includes all required CryWolf® and MS SQL Server 2000 database software licenses.

Ongoing Operations

Xerox has a long history of maintaining high performance standards in outsourced service operations. This can be seen through our projects referenced throughout this proposal. The proposed CryWolf® Alarm Registration and False Alarm Management system also has an extensive track record of reliable and efficient operation. This record can be easily confirmed with our references.

System Downtime/Failure

The CryWolf® system server hardware is built with fill redundancy. The hard drives and power supplies have RAID-5 configurations and will be hot swappable to ensure that there is no interruption in system service should one experience difficulty. If an individual disk fails, the system will continue to function by dynamically recreating the missing data using the parity information until the damaged disk is replaced. When the disk is replaced, the system will automatically reconstruct the data that was on the damaged media. This offers the most secure, cost effective solution to total data protection for the City's critical data and allow for at least 99 percent uptime with less routine maintenance.

Response Time

Response times for the CryWolf® program are dependent on several factors, including type of record sought, number of records, the PC processing speed, network traffic and server capabilities. We have tested response times in a variety of actual alarm processing environments and have found that they vary from under a second to several seconds.

Back-Up Systems Disaster Recovery

Xerox will be using Microsoft's SQL Server 2000 as our proposed database for the ARMS system. Using the proven and reliable BrightStor® ARCserve® Backup data retention software and an HP SureStore DLT8000 auto-loader, Xerox will perform full back-ups nightly to ensure the retention of data for restoration should that be required. Data restoration is practiced regularly. The media for Philadelphia backups is stored in a fire proof safe in the secure server room and media is moved to the safe in our Lawrenceville, New Jersey server room once each week. All aspects of our plan are subject to the approval of the City of Wilmington.

Production Control

Xerox and PSC (CryWolf®) proposes that the routine production processing will include the following components:

xerox

Alarm incidents shall be captured by WPD's system over the twenty-four (24) hour period from midnight to midnight. WPD's system will transfer this data to Xerox no later than 8:00 a.m. the following day.

File transfer protocol (FTP) is the preferred interface, for which we recommend secure FTP given the nature of the data transferred.

User Support

The success that we have achieved in operating Wilmington's alarm processing program, and the gains we continue to make are due to several factors, from technical innovation and reliable components, to our understanding of Wilmington's user needs. Whether for Xerox staff or for any of Wilmington personnel associated with the program, we are able to support our technical offerings with high quality, responsive support and training.

Local Support Approach

Xerox offers daily assistance in user support, systems support and operations support. Overall support responsibility is assigned to the Xerox Project Manager, Kristin Walsh who coordinates all support resources including Xerox Operational staff and PSC (CryWolf®) technical and programmatic staff. These resources are available to authorized WPD personnel, as needed.

Training Approach

Our approach to training starts with subject matter experts and a comprehensive assessment of actual training needs led by the client and will continue with a precise statement of needs and a plan that addresses these needs.

Our training emphasizes a *hands-on, user-oriented approach*. Training programs are structured to cover the systems and procedures that an individual user requires in his/her daily work routine.

On-Going Training Support

Both formal and ad hoc training activities will be made available to the City on an as needed basis. Xerox's commitment to a successful implementation and ongoing operations of the City's alarm processing system automatically ensures that our clients have access to training whenever it is needed. Our highly qualified staff of subject matter experts will tailor a training program to best meet the City's needs.

Response to Citizen Inquiries and Requests

The Xerox Alarm Registration and Management Services (ARMS) program staff combines unparalleled experience in the design, development, testing, training, implementation, and operation of large-scale data processing systems.

Our solutions are based upon the tenets of our organization—people, processes, and technology. The talent of Xerox resides in these three components and is the foundation of our growth and success today. State-of-the-art systems and processes are critical, of course, but they must be complemented by

experienced and qualified personnel to ensure a project's success. In developing our staffing plan, we have drawn heavily from our history of working with the City to generate a detailed understanding of the scope of work for this project. Our analysis is based on assumptions concerning the number of false alarm violations, initial registration processing volumes, requests for appeals, and case files for zoning appeals review that will impact our staffing needs over the full term of the project.

Our personnel and program experience will ensure contract success and citizen acceptance. We propose a group of individuals who possess the right mix of violation processing knowledge and false alarm tracking and billing experience for a project of this importance. Teamwork is a key element in ensuring programmatic and operational success. This project shall have the support of individuals who have knowledge of government processes, problem solving experience, and proactive management foresight to manage our service delivery solution. The project team will consist of corporate oversight, the project manager, a technical support group, and customer service support staff. All of these staff members are already in place and ready to immediately begin working with the ARMS program. Our project manager and customer service staff will operate from our Philadelphia office located at 1835 Market Street in Philadelphia, and will be accessible for inquires and operational reviews. All necessary requirements for the customer support center will be provided, to include staffing, phones, space and toll-free phone number(s).

The customer service staff is skilled in customer interaction and will provide hands-on support to facilitate citizen inquiries and support service needs. Support personnel will answer basic questions from persons billed, such as billing, address correction, alarm ordinance requirements, formal appeal procedures and whom to contact at WPD with further questions. Customer Service Representatives (CSRs) also maintain automated records of all citizen inquiries and any complaints, as well as action taken by Xerox to resolve the issue.

The Xerox Customer Support Center will be available through a toll-free number to answer citizen telephone inquiries between the hours of 8:30am EST/EDT and 5:00pm EST/EDT Monday through Friday, (excluding holidays recognized/specified by Wilmington).

Xerox will also provide a separate toll free number and contact to support WPD personnel.

System Access - Confidentiality of Data

CryWolf® possesses the ability for the system administrator to define security and access levels. The security screen, included in the maintenance program of CryWolf®, allows administrators to create new users, change passwords, and limit which screens and functions the user can access. Restricted features will be marked as invisible for those users who are denied access. Security can be changed at any time, and modified security features take effect at the next logon for that user. In addition, all changes to system access must be submitted in writing to Xerox by an authorized requestor. Xerox will ensure that only authorized personnel have access to the CryWolf® system. Xerox will provide, upon request, a list of all users who have access to the system. Information received from the WPD will only be used for the purpose of the operation of the Wilmington Alarm Registration and Management System.

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc.

xerox ®

Application Installation and Testing

System Testing

The CryWolf® system is fully tested and operational today. All hardware, software, and network components have undergone rigorous testing against the operational requirements.

With Xerox, the City of Wilmington is assured of a fully tested system that functions directly corresponding to Wilmington's needs. There is NO risk of data conversion mishaps, transition revenue loss, or untested new systems that could disrupt the program. Xerox stands committed to continued strong customer service.

System Documentation

CryWolf® has extensive, high-quality documentation covering system administration and operations. This documentation maintained for the interfaces and enhancements developed for Wilmington.

System Maintenance Manual

An important part of the user training cycle is preparing materials for use in training sessions and for later reference. Xerox offers a user-friendly CryWolf® Maintenance manual with sections on the following subjects:

- Operation of the system
- Starting up the system
- Sign-on procedures
- Methods of inquiry
- Searching for specific information
- Moving from screen to screen
- Getting more detailed information
- Notice processing

The manual is designed to provide the user with fundamental knowledge of the software, as well as features, which are critical to the user's duties. In addition to this hands-on user documentation, the manual provides user information on topics such as system processing logic and violation history. This document allows the user to understand system inter-relationships, with details of specific features and system operations. Xerox will distribute user manuals to all personnel assigned to this project.

User Manuals

Xerox will maintain user manuals for all Xerox personnel assigned to this project. User manuals will also be provided to authorized Wilmington personnel assigned to this project.

E.   Pricing

Xerox is pleased to present the City of Wilmington with our proposed pricing for Alarm Registration and Management Services. We are confident that this solution will meet Wilmington's requirements and help reduce the number of false alarm calls responded to by police officers annually. Our goal is to deliver a program aimed at reducing false alarms that makes people more aware of how false alarms detrimentally impact Wilmington's precious police resources.

The goal of the program is to change behavior and reduce the number of false alarms yet the vendor is paid based on the volume of ongoing expected decreasing false alarm revenues to be collected. Xerox has structured a program that incorporates all of the City's requirements for a comprehensive, customer service oriented false alarm program with no upfront cost to the City. For this turnkey program, Xerox offers a risk-free self-funding solution and provides all of the costly infrastructure of program management, false alarm market expertise, software, hardware, customization, and personnel yet the assured revenue stream from the false alarm collections is unknown.

	Xerox Fee Schedule
Contingency percentage of annual fees and false alarm fines collected	50%

Price Conditions

1. This offer is subject to negotiation of a mutually acceptable contract between Xerox and the City of Wilmington.

2. Consistent with the current contract, bank fees and charges are the responsibility of City.

3. Effective the contract year commencing on the effective date of this Agreement, the aggregate compensation for Xerox for each respective contract year under this Agreement shall be the greater of the contingency percentage of revenues collected by Xerox in each respective contract year or $157,500 ("Compensation Floor"), whichever is greater, provided, however that in the event of early termination of the Agreement, the Compensation Floor shall be reduced prorate for that respective contract year.

4. Pricing is based on a three (3) year base contract with one (1) additional two-year options.

5. Assumes that notices will be mailed from the second infraction and beyond (no mail on first incident if no fine is incurred).

Xerox

Prop. Sect.	Title	RFP Sect/ Page No.	Requirement	Compliant (Y) or (N)
B – Scope of Work	Maintain and Manage the City's Alarm Ordinance	1, pg. 2	Maintain and manage the City's false alarm billing consistent with the City's alarm ordinance.	Y
B – Scope of Work	Maintain and Manage the City's Alarm Ordinance	2, pg. 2	Install, operate, process, and maintain the Alarm Registration and Management System (ARMS) program in accordance with the transition plan outlined in the Proposal.	Y
B – Scope of Work	ACS will accurately process new applications according to Wilmington specifications.	3, pg. 2	Process new applications for alarm permits: a) Review of application for completeness and research any information that is missing or incomplete; b) Ensure there are no outstanding false alarm fines or fees owed; c) Enter permit information into the Alarm Tracking and Billing Systems (ATBS); d) Issue permits using the incorporated numbering system from the City of Wilmington Police Department (WPD); e) Issue notification of acceptance/denial of the application; and f) Process returned checks.	Y
N/A	N/A	4, pg. 2	Process renewals: a) Monitor the expiration and renewal dates; b) Mail notification for permit renewal; and c) Ensure ATBS database is updated with renewal information.	Per the City answers, the requirement for renewals is no longer necessary
B – Scope of Work and C – Technical Specifications	Provide Daily Maintenance and Updates; Daily Update	5, pg. 2	Provide daily maintenance updates: a) Maintain database of alarm permits b) Provide daily transfer of permit database from the ATBS to the City system c) Receive a daily update of alarm incidents (True and False) from City system to be tracked and billed d) Mail false alarm billing as well as perform collection efforts on returned billings e) Reconcile activity to cash receipts; and f) Maintain account receivable database of permit holders with outstanding alarm charges	Y
B – Scope of Work	Programming and Enhancement Requirements	6, pg. 3	Provide all programming requirement of the ATBS	Y
B – Scope of Work	Management Reports	7, pg. 3	Generate management reports including the following:	Y

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc.

Xerox

D – System Attributes	System Access - Confidentiality of Data	8, pg. 3	a) Daily cash receipts; b) Adjustments and c) Returned checks. Information concerning to alarm ownership is confidential. The City is the sole owner of this data and considers it proprietary. The Company may not use the alarm database for any purpose outside the scope of the services required under the ATB contract, including other City or Company operations.	Y	
B – Scope of Work	Forms, Supplies and Mailing	9, pg. 3	Forms, Supplies, and Mailing - The Company shall be required to supply all of the following items with regard to the administration and operation of the ATB system: a) Registration Forms b) Permits c) False Alarm Notifications d) Mailing and Postage e) Invoices	Y	
B – Scope of Work	Website Access	10, pg. 3	Website Access - The Company shall implement an on-line registration to include but not be limited to the following: a) Offer a secure site; b) Type and submit applications while on-line; c) Download applications from the website; d) Verify address information with Master Address File (Drop down boxes are required in web application to eliminate data entry errors. City will provide a list of street direction, street suffix, street type and jurisdiction values to be utilized in the drop-down boxes); e) Provide capability for the customer to update any change of address information; f) Provide capability for the customer to check on status of their alarm, payments made or required and renewal date; g) Provide limited access for monitoring companies; h) Generate an acceptance or denial email to applicant including information on status of permit; and i) Accept payment online (secure site required). j) Website shall provide information on fine structure, police response, appeal process, education issues, and other topics related to the City's alarm ordinance.		Items F and G are not currently part of the business rules today. We are open to discuss these items if they are mandatory.
C – Technical Specifications	Daily Update	11, pg. 4	Company shall receive cooperation from the City's technology staff for all data processing activity to support the following: a) Daily alarm incidents transferred to the ATB system; b) Daily additions, modifications and deletions to the ATB database; c) Daily update to City of permit modifications and new permits from the ATB system and		Per the City answers, the timing requirement can be waived. We are open to discuss these items as they become mandatory.

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

xerox

N/A	N/A		quarterly upload of the full database; d) Weekly report to the ASC of any valid addresses that are not in the City's database. This report will include the street number, street name, city and applicant's name; and e) Resolve any address discrepancies with alarm companies.	
		12, pg. 4	**Alarm Permits** a) Notify expiring permit holders of upcoming expiration dates. b) The permit is valid for twelve (12) months and will be required to renew if the alarm user wants the alarm to remain active. The Company must provide thirty (30) days written notice of expiration date to permit holder. c) Change permit status as directed by WPD.	Per the City answers, the requirement for renewals is no longer necessary
B – Scope of Work	Marketing and Public Service Information.	13, pg. 4	**Provide marketing and communications support** a) Provide a maximum often thousand dollars ($10,000) funding for marketing and communications support through point of purchase displays, brochure production, false alarm notification stickers and distribution to new and existing permit holders and other support as needed to effectively administer the program. b) All Company marketing and communications material are subject to the approval of the City.	Since the Program is mature, we have not included the $10,000 more typical of a new program. We will support marketing through our Customer Service interaction.

C – Technical Specifications	Permit Issuance/Renewal	14, pg. 4	**Registration**
			a) Information required to register an alarm:
			  i. Name;
			  ii. Permit holder's address (including suite/apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address);
			  iii. Telephone number of the permit holder who will be responsible for the proper maintenance and operation of the alarm system and payment of any fees;
			  iv. Type of permitted location (residential or commercial);
			  v. Street address of property where alarm is located including apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address;
			  vi. Names and telephone number of two (2) contact persons;
			  vii. Name of alarm monitoring company;
			  viii. Name of alarm installation company.
				Y

xerox

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc.

C – Technical Specifications	Permit Issuance/Renewal	15, pg. 5	**Incident Reporting**

a) Verify valid permit at time of notification;

b) No police response (upon notification by alarm company) without current valid permit; and

c) Federal, state, and local authorities claiming sovereign immunity by law cannot pay penalties.

d) Incident Costs and limitations table based on the City Ordinance:

Number of False Alarms	Time Frame	Residential	Commercial	Unregistered Systems
First Violation	Within 12 months	No Fine	No Fine	$100.00 for each response
Second Violation	Within 12 months	No Fine	No Fine	
Third Violation	Within 12 months	$100.00	$250.00	
Fourth Violation	Within 12 months	$200.00	$400.00	
Fifth Violation or More	Within 12 months	$250.00	$550.00	

Registration Fees

Time Frame	Users	Contractors	Monitors
Initial Permit Application	$20.00	$50.00	$100.00

Late Fees by Alarm Systems Owners

Time Frame	Users	Contractors	Monitors
Within 30 Days	$25.00	$25.00	$25.00

Note: When Monitor and Contractor are the same company, the fee is $100.00.

e) False alarms will be tracked on a continuous twelve (12) month basis from the date on which the permit was issued.

C – Technical Specifications	Permit Issuance/Renewal	16, pg. 5-6	**Additional Ordinance Provisions**

a) Alarm system owners must register their alarms (auto, fire, and medical alarms are excluded);

b) There will be only one (1) permit issued for one (1) address no matter the number of structures present;

c) Local, state, and federal buildings will be required to register. These registrations do not require a fee; and

d) The permit or permit number cannot be transferred to another person.

e) The alarm user is required to notify the Company or designee of any change that alters any information listed on the permit application.

Y

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

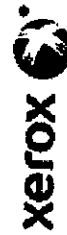© 2012 Xerox State & Local Solutions, Inc.

xerox 🔴

B – Scope of Work; C – Technical Specifications	Technical Specifications	17, pg. 6	Technical Specifications – Overview of Requirement for System Operations and Services
			
			a) The Company shall maintain all master file and detail transactions on proposed ATB system developed. The Company's system shall accommodate easy "user friendly ad hoc inquiry." The system shall permit the designated City personnel to have full access to modify, update, and analyze any records on the system.
			
			b) A daily update is envisioned to provide the necessary data exchange between the systems. City's staff will require on-line terminal access to the ATB system for inquiry and update purposes. The update shall include:
			  i. Data modifications, additions, deleted date, and any other pertinent information requested by City.
			  ii. Permit Issuance/Renewal Suspension
			
			c) The Company shall provide City with alarm permits in a format specified by City. City reserves the right to change the format, though will consult in advance with the Company to ensure a successful transition and minimize service interruptions.
			
			d) City shall provide advance notice in writing to Company when changes to the system are expected.
				Item B is not currently part of the business rules today and not included in our bid. We are open to discuss this item if it becomes mandatory.

C – Technical Specifications	Permit Issuance/Renewal	18, pg. 6	The Company shall capture the following information in relation to title: a) Applicant/permit holder; b) Permit number; c) Site, city and address within City (including suite/apartment number/letter), or some other individual identifier that distinguishes it apart from other locations with similar addresses; d) Type of property (residential or commercial); e) Business Name; f) Owner's Name; g) Telephone number; h) Name of alarm monitoring company; and i) Name of alarm installation company.	Y
C – Technical Specifications	Critical Dates	19, pg. 6	The Company shall maintain the following critical dates: a) Permit issue date and renewal date b) Permit suspension date(s) and all offenses associated with the permit. Permit reinstatement date.	Y
C – Technical Specifications	Account Types	20, pg. 7	Account Management -The Company shall identify and maintain the following account types: a) Permit Holder; and b) Privately owned and maintained, non-permit holders, panic and/or hold-up alarm (tracking purposes only).	Y

xerox

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

© 2012 Xerox State & Local Solutions, Inc.

C – Technical Specifications	Address Verification Daily Update	21, pg. 7	**Database Management** a) The Company and the City will coordinate the GEO database transfer and layout interfaces during implementation. These data and transport media shall remain the proprietary property of City of Wilmington, Delaware; b) The Company shall maintain reasons for denial of issuance of a permit for example: Application incomplete, misleading or false; c) Applicant/permit holder has unpaid charges/fees; d) The Company shall upload existing alarm permits; e) The Company shall have the system set aside a permit/invoice when an appeal has been sent to City. f) The Company shall generate a new invoice for an existing fine after City has heard and denied an appeal. This would reset the thirty (30) days for an overdue payment; g) The Company shall notify the permit holder of accepted or denied application; h) The Company" shall generate suspension notices based upon reasons provided by City; i) The Company shall recalculate the number of alarms and amount owed after City sends in a call change; j) The Company shall maintain historical information on permit issuance, renewal, suspension, and reinstatement on each property for a twenty-four (24) month period; k) The Company shall maintain current permit status information; l) The Company shall maintain incident count (true and false) information on each permit; m) The Company shall provide cross-reference capabilities between permit holder name, address, permit number, and invoice number; n) The Company shall perform "soundex" search on permit holders and addresses; o) The Company shall print in a format to be determined during implementation; p) The Company shall track alarms not reported by alarm monitoring companies (audible alarms); and q) The Company shall generate and mail a "false alarm notification" to the permit holder for every occurrence.	Y
C – Technical Specifications	Maintain Table of Charges Based on Incident Type or Permit Held	22, pg. 8	**Incident Record Keeping** –The Company shall maintain a table of incident criteria including: a) Permit holder, number of incidents; b) Non-permit owner (name and address); c) Number of false alarms before first suspension; and d) Number of false alarms for second suspension	Y
C – Technical Specifications	Daily updates will be provided for data exchange between systems.	23, pg. 8	**System Interface** –The Company shall interface with the Police Department's system in a manner to be defined during implementation.	Y

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

xerox

© 2012 Xerox State & Local Solutions, Inc.

C – Technical Specifications	Daily Update	24, pg. 8	Accounts Receivable and Billing - The Company shall be responsible for the following:	Y

Accounts Receivable and Billing - The Company shall be responsible for the following:

a) Capture the following additional data for establishment of an account for billing purposes:

    i. Permit number (account number); and

    ii. Billing name and address (if different).

b) Maintain an active/inactive flag. This will prevent a renewal notice being generated on permits, which have been resolved.

c) Determine false alarm charge based on the following:

    i. Numerical incident within 12 month period;

    ii. Type of incident; and

    iii. Category of alarm permit holder (residential/commercial).

d) Generate billings for alarm charges which include the following information:

    i. Past amount due

    ii. Payments made

    iii. Adjustments

    iv. Invoice Date

    v. Invoice Number

    vi. City (CAD) incident number

    vii. Type of Incident

    viii. Resource/description

    ix. Time/date received

    x. Show all incidents and their associated charges during the current billing period including "Waived Calls"

e) Provide balance forward capability on billings.

f) Waive fees and make appropriate adjustments to the total count only after requested by City.

g) Input miscellaneous charges on an account directly to the accounts receivable system (i.e., returned check charge).

h) Incorporate skip tracing procedures on returned billings.

C – Technical Specifications	Daily Update.	25, pg. 9	Collections	Y

Collections

a) Input cash receipts and indicate which charges/fees to apply payment; Apply partial payment on collection of charges only;

b) Process returned checks;

c) Process cash receipts the same day as received;

d) Accept Credit Card payments on line;

e) State clearly what goes to our percentage of forgiven fines in the event a call was

		f) mislabeled/cleared incorrectly; and	
		In the case of a conversion, accurately move all information to the new system, and ensure that permits are not to be placed into an inactive file.	
		g) The City reserves the right to assign past due accounts to the contractor or not.	Y
C – Technical Specifications	Reports 26, pg. 9	Reports –Generate at least the following reports	
		a) Listing of permits by number, name, address, alarm company, and police district;	
		b) Listing of permit counts in all categories;	
		c) Listing of outstanding charges;	
		d) Listing of cash transactions per day (or by any specific dates) including; cash received by billing type, account adjustments, and returned checks;	
		e) Deposit report for weekly/monthly collections;	
		f) Monthly alarm roster that includes a detail of incidents generated by alarm company;	
		g) An incident exception report generated during daily incident update process from City's system including non-permit holder incidents and type codes other than true or false	
		h) Provide reports in both alpha and permit number order;	
		i) Monthly report to list the receivable balance; and	
		j) End of fiscal year detailed report of all outstanding receivables.	
		k) A six (6) month report that includes the number of registered users, number of monitors, number of providers, total fees collected, and other statistics as mutually agreed by the parties during implementation.	
D – System Attributes	System Attributes 27, pg. 9	System Attributes	
		a) System Availability -The system should be available twenty-four (24) hours a day, seven (7) days a week.	Y, we will continue to offer the system availability consistent with the current business rules.
		b) Back-Up Systems Disaster Recovery -The Company shall provide a disaster recovery plan to be approved by City. The Company upon concurrence shall implement the approval plan. The Company shall be required to keep back-ups of data and have secure off-site storage approved by City.	
D – System Attributes	System Attributes 28, pg. 10	Production Control	
		a) Transfer of data/process schedule. Alarm incidents shall be captured by City's system over the twenty-four (24) hour period from midnight to midnight. City's system will transfer this data to the AM system no later than 8:00 a.m. the following day. .	Y
		b) The Company shall transfer a skeleton version of the entire permit database (if required) that includes, but is not limited to, the new incident count and status of each account. This data shall be delivered to the City's FTP site no later than 8:00 p.m. the same day, providing a maximum window of twenty-four (24) hours to process the incidents.	
		c) It will be the Company's responsibility to accommodate all data transfers by file transfer protocol (FIT) or other method by mutual agreement.	

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

xerox 🟢

© 2012 Xerox State & Local Solutions, Inc.

			d) Delivery of Outputs -Daily reports shall be delivered electronically to City by mutually agreed upon time each day. Monthly reports shall be delivered no later than seven (7) working days after the end of the month.	Y
D – System Attributes	System Attributes	29, pg. 10	Assistance on Contacts a) User Support: The Company shall provide contact for daily assistance in each area of responsibility including user support, systems support, and operations support. b) The Company shall provide on-site training of City personnel with reasonable notice upon request	
D – System Attributes	System Attributes	30, pg. 10	Response to Citizen Inquiries and Requests a) The Company shall provide a customer support center through a toll-free or local number to answer citizen telephone inquiries between the hours of 8:30 a.m. EST/EDT and 5:00 p.m. EST/EDT, Monday through Friday, (excluding holidays recognized/specified by the City of Wilmington). b) The Company shall provide personnel to answer basic questions from persons billed, such as billing, address correction, and whom to contact at City for further questions. The Company shall provide telephones, space, and all other requirements to perform this task. c) The Company shall provide a separate toll free or local number and contact for City personnel.	Y
D – System Attributes	System Attributes	31, pg. 11	System Access Authority Change a) The Company shall maintain a level of security, which ensures only authorized personnel to have access to the ATBS. All changes to the system access shall be provided to the Company in writing. b) It shall be the responsibility of the Company to control and ensure that only appropriate Company personnel have access to the ATB system. City may require the Company to provide a list of all users who have access. Information provided to the Company may not be used for any purpose, other than the operation of the ATB system on behalf of City, without the express written permission of City. Unauthorized use of this information may result in cancellation of this contract.	Y
D – System Attributes	System Attributes	32, pg. 11	Application Program Installation a) The Company shall be responsible for the development, programming, testing, training, and installation of the ATB system. b) Test results demonstrating proper functionality of the STB system shall be presented and reviewed with City's designated technology representative for sign-off and approval. c) External interfaces between City and the Company shall be tested and accepted prior to commencement of services.	Y
D – System Attributes	System Attributes	33, pg. 11	Documentation a) The Company shall be responsible for maintaining appropriate systems documentation including program listings and file layouts. The Company shall produce documentation for	Y

The contents of this proposal are subject to the disclosure statement on the title page of this proposal.

xerox

April 3, 2012

9

B – Scope of Work	Programming and Enhancement Requirements	34, pg. 11	review upon City's request. b) The Company shall provide appropriate end-user documentation, which includes, screen input, processing schedules, and report examples.	Y
N/A			**Enhancements** a) Enhancements may be requested by City as required. Expected turnaround of enhancement requests shall be determined by urgency (i.e., ordinance change). Therefore, input is requested from the Company relative to the methods and pricing for the enhancements requests. b) Enhancements may be requested due to but not limited to the following: Ordinance changes; changes to the file layout, annexations, street name changes, processing, and identified improvements in the system from users.	
N/A		35, pg. 12	**City Responsibilities** Notwithstanding any other responsibility or requirement of the City set forth in this Agreement, the City shall: a) Designate a City Program Manager who will coordinate all communication between the Company and all other parties and who is authorized to act on behalf of the City. For purposes of this Agreement, the City Program Manager shall be the Chief of Police, or his designee. b) City of Wilmington will provide computer workstations for all City employees and agents that will access the ATBS. Workstations that will access the ATBS must at least have processors of 1 GHz or faster, 256 Mb of RAM, a 20 Gb hard drive with 500 Mb of free space, a CD/DVD drive and Windows 2000 or XP operating systems. Monitors and graphics cards should be capable of providing 1024 x 768 screen resolution.	Understood
N/A		36, pg. 12	**Insurance** The Contractor shall obtain at its expense, at a minimum, insurance coverage as set forth below within ten (10) days of contract award, send a duplicate copy of the insurance policies to the City, and keep such insurance in force throughout the contract period. All insurance provided by the Contractor as required in this section, except comprehensive automobile liability insurance, shall set forth the City as an additional insured. All insurance shall be written with responsible companies licensed by the State of Delaware with a duplicate copy to be sent to the City within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the City prior to their termination. a) Public Liability and Property Damage Insurance: Insurance against liability for personal and bodily injury and property damage in the amount of $1,000,000 for each individual and $2,000,000 in the aggregate (liability) and $1,000,000 (property). b) Workers' Compensation: The Contractor shall carry Workers' Compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractors shall agree to comply at all times with the provisions of the workers' compensation laws of the State of Delaware. c) Comprehensive Automobile Liability Insurance: The Contractor shall carry comprehensive	Yes, consistent with current contract requirements

xerox 🔵

N/A	N/A	automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by laws of the State of Delaware.	
	37, pg. 13	Employment Provisions **Goal Statement for Disadvantage Business Participation** In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set a goal off 10% Disadvantaged Business Enterprise (DBE) participation for its procurement of services. Questions regarding the DBE program should be directed to the City's EEO/Contractor Compliance Office at 302-576-2131.	No; however, Xerox has a distinguished record in support of DBEs and will strive to meet or exceed this goal whenever possible in support of this contract.
Appendix B	References 38, pg. 13	References Service Providers shall include with the response to this RFP, five (5) references from contracts similar in size and scope of services to those outlined in Scope. References shall be from existing contracts and shall include the following information: company name, company address, contact name, contact phone number, and contact fax number. References should be listed on Appendix "A" titled Alarm Registration and Management Services References.	Y
E – Pricing	Pricing 39, pg. 13	Pricing Vendors shall quote the percentage of each fee that will be paid to the City of Wilmington.	Y
Complete Proposal	All Sections 40, pg. 13	Evaluation Criteria a) Price proposal; b) Experience, resources, financial resources and references; c) Ability to register and track all permits based on the RFP; d) Ability to provide required reports to Wilmington Department of Police; e) Ability and ease of web access for Alarm users and the City of Wilmington personnel; f) Ability to convert data provided by Wilmington Department of Police; g) Ability to flag account per ordinance; and h) Location of firm.	Understood

Xerox

ALARM REGISTRATION AND MANAGEMENT SERVICES

PS12016

APPENDIX A

SIGNATURE/ACCEPTANCE PAGE

Xerox State & Local Solutions, Inc.
Name of Company

12410 Milestone Center Drive, Suite 500 Germantown, MD 20876
Address

301-820-4200
Telephone No.   Fax No.

Authorized Signature   13-1996647
                                                 Federal Tax I.D. No.

Mark Talbot   04/02/12
Printed Name   Date

barbara.roberts@acs-inc.com   www.xerox.com/businessservices
Email/Website

Barbara Roberts
Sales Representative

ALARM REGISTRATION AND MANAGEMENT SERVICES

PSI2016

APPENDIX B

ALARM REGISTRATION AND MANAGEMENT SERVICES REFERENCES
(PLEASE TYPE OR PRINT A SUMMARY OF YOUR RESPONSE BELOW)

Reference One Company Name	Philadelphia Sweep and False Alarm Program
Reference One Contact Name	Eileen O'Brien
Reference One Phone Number	215-686-1584
Reference One Fax Number	eileen.obrien@acs-inc.com
Reference Two Company Name	Wilmington DE Parking
Reference Two Contact Name	Laura Papas
Reference Two Phone Number	302-571-4314
Reference Two Fax Number	LPAPAS@ci.wilmington.de.us
Reference Three Company Name	Cleveland Code
Reference Three Contact Name	Maria Vargas, Administrator
Reference Three Phone Number	216-664-4796
Reference Three Fax Number	216-664-2736
Reference Four Company Name	Anne Arundel County,MD Alarm Management Services (PSC)
Reference Four Contact Name	Lt. Francis Tewey
Reference Four Phone Number	410-222-0045
Reference Four Fax Number	ftewey@aacounty.org
Reference Five Company Name	State of Delaware Police, Alarm Management Services (PSC
Reference Five Contact Name	Elizabeth Y. Olsen, Esq.
Reference Five Phone Number	302-744-2680
Reference Five Fax Number	Elizabeth.Olsen@state.de.us

REQUESTS FOR PROPOSALS

1.   Proposals on **City Contract PS12016** **Alarm Registration and Management Services** will be received in the Division of Procurement and Records, 8ᵗʰ Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on Tuesday, April 3, 2012, at 5:00 p.m.

2.   Proposals must be an original and five (5) copies, sealed in an envelope, and the envelope endorsed **"Proposal for City Contract PS12016 – Alarm Registration and Management Services"** and addressed to the Department of Finance, Division of Procurement and Records, 8ᵗʰ Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

3.   Any proposal may be withdrawn prior to the schedule time for opening of proposals or authorized postponement thereof. No proposal may be withdrawn within sixty (60) calendar days after the actual opening thereof.

4.   The successful proposer will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5.   The successful proposer will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

6.   The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority proposer and/or subcontractor to confirm any participation in the Procurement process.

7.   The successful bidder certifies that they are not listed on the Federal Governmental, Excluded Parties List System (www.epls.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.

8.   **Award and Execution of Contract**

   A.   **Consideration of Proposals.** Before awarding the contract, a proposer may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

   The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

   B.   **Award of Contract.** The award of the contract, if it be awarded, must be within sixty (60) calendar days after the opening of proposals to the qualified proposer whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposal that his proposal has been accepted and has been awarded the contract.

   C.   **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

9. Any person doing business or seeking to do business with the City shall abide by the following <u>Global Sullivan Principles</u>:

    A.   Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

    B.   Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.

    C.   Respect employee's voluntary freedom of association.

    D.   Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

    E.   Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.

    F.   Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.

    G.   Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.

    H.   Promote the application of these principles by those with whom you do business.

CITY CONTRACT PS12016

ALARM REGISTRATION AND MANAGEMENT SERVICES

PS12016 – ALARM REGISTRATION AND MANAGEMENT SERVICES

PRE-PROPOSAL QUESTIONS

Questions about the proposal should be directed to Tina Romano-Austin, City of Wilmington, Division of Procurement and Records, Department of Finance, at tromano@WilmingtonDE.gov, by 3:00 p.m. on Tuesday, March 27, 2012.

EXHIBITS AND APPENDICES

The Exhibits and Appendices below are hereby incorporated into and made a part of this Request for Proposal (RFP).

- Exhibit A   False Alarm Ordinance
- Appendix A   Signature Acceptance Page
- Appendix B   Alarm Registration and Management Services References

TERM OF CONTRACT

The term of this agreement shall be for three (3) years from the date of execution, and the City shall have the right to renew with one two (2) year option.

PS12016 – ALARM REGISTRATION AND MANAGEMENT SERVICES

SCOPE OF SERVICES

GENERAL SPECIFICATIONS

The Company will:

1. Maintain and manage the City's false alarm billing consistent with the City's alarm ordinance.

2. Install, operate, process, and maintain the Alarm Registration and Management System (ARMS) program in accordance with the transition plan outlined in the Proposal.

3. **Process new applications for alarm permits**

     a. Review of application for completeness and research any information that is missing or incomplete;
     b. Ensure there are no outstanding false alarm fines or fees owed;
     c. Enter permit information into the Alarm Tracking and Billing Systems (ATBS);
     d. Issue permits using the incorporated numbering system from the City of Wilmington Police Department (WPD);
     e. Issue notification of acceptance/denial of the application; and
     f. Process returned checks.

4. **Process renewals**

     a. Monitor the expiration and renewal dates;
     b. Mail notification for permit renewal; and
     c. Ensure ATBS database is updated with renewal information.

5. **Provide daily maintenance updates.**

     a. Maintain database of alarm permits;
     b. Provide daily transfer of permit database from the ATBS to the City system;
     c. Receive a daily update of alarm incidents (True and False) from City system to be tracked and billed;
     d. Mail false alarm billing as well as perform collection efforts on returned billings;
     e. Reconcile activity to cash receipts; and
     f. Maintain account receivable database of permit holders with outstanding alarm charges.

6. **Provide all programming requirement of the ATBS**

7. **Generate management reports including the following:**

   a. Daily cash receipts;
   b. Adjustments and
   c. Returned checks.

8. Information concerning to alarm ownership is confidential. The City is the sole owner of this data and considers it proprietary. The Company may not use the alarm database for any purpose outside the scope of the services required under the ATB contract, including other City or Company operations.

9. **Forms, Supplies, and Mailing** – The Company shall be required to supply all of the following items with regard to the administration and operation of the ATB system:

   a. Registration Forms
   b. Permits
   c. False Alarm Notifications
   d. Mailing and Postage
   e. Invoices

10. **Website Access** – The Company shall implement an on-line registration to include but not be limited to the following:

    a. Offer a secure site;
    b. Type and submit applications while on-line;
    c. Download applications from the website;
    d. Verify address information with Master Address File (Drop down boxes are required in web application to eliminate data entry errors. City will provide a list of street direction, street suffix, street type and jurisdiction values to be utilized in the drop-down boxes);
    e. Provide capability for the customer to update any change of address information;
    f. Provide capability for the customer to check on status of their alarm, payments made or required and renewal date;
    g. Provide limited access for monitoring companies;
    h. Generate an acceptance or denial email to applicant including information on status of permit; and
    i. Accept payment online (secure site required).
    j. Website shall provide information on fine structure, police response, appeal process, education issues, and other topics related to the City's alarm ordinance.

11. **Company shall receive cooperation from the City's technology staff for all data processing activity to support the following:**

   a. Daily alarm incidents transferred to the ATB system;
   b. Daily additions, modifications and deletions to the ATB database;
   c. Daily update to City of permit modifications and new permits from the ATB system and quarterly upload of the full database;
   d. Weekly report to the ASC of any valid addresses that are not in the City's database. This report will include the street number, street name, city and applicant's name; and
   e. Resolve any address discrepancies with alarm companies.

12. **Alarm Permits**

   a. Notify expiring permit holders of upcoming expiration dates.
   b. The permit is valid for twelve (12) months and will be required to renew if the alarm user wants the alarm to remain active. The Company must provide thirty (30) days written notice of expiration date to permit holder.
   c. Change permit status as directed by WPD.

13. **Provide marketing and communications support**

   a. Provide a maximum of ten thousand dollars ($10,000) funding for marketing and communications support through point of purchase displays, brochure production, false alarm notification stickers and distribution to new and existing permit holders and other support as needed to effectively administer the program.
   b. All Company marketing and communications material are subject to the approval of the City.

14. **Registration**

   a. Information required to register an alarm:
      i. Name;
      ii. Permit holder's address (including suite/apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address);
      iii. Telephone number of the permit holder who will be responsible for the proper maintenance and operation of the alarm system and payment of any fees;
      iv. Type of permitted location (residential or commercial);
      v. Street address of property where alarm is located including apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address;
      vi. Names and telephone number of two (2) contact persons;
      vii. Name of alarm monitoring company;
      viii. Name of alarm installation company.

15. Incident Reporting

    a. Verify valid permit at time of notification;

    b. No police response (upon notification by alarm company) without current valid permit; and

    c. Federal, state, and local authorities claiming sovereign immunity by law cannot pay penalties.

    d. Incident Costs and limitations table based on the City Ordinance:

Number of False Alarms	Time Frame	Residential	Commercial	Unregistered Systems
First Violation	Within 12 months	No Fine	No Fine	$100.00 for each response
Second Violation	Within 12 months	No Fine	No Fine	
Third Violation	Within 12 months	$100.00	$250.00	
Fourth Violation	Within 12 months	$200.00	$400.00	
Fifth Violation or More	Within 12 months	$250.00	$550.00	

Registration Fees

Time Frame	Users	Contractors	Monitors
Initial Permit Application	$20.00	$50.00	$100.00

Late Fees by Alarm Systems Owners

Time Frame	Users	Contractors	Monitors
Within 30 Days	$25.00	$25.00	$25.00

Note: When Monitor and Contractor are the same company, the fee is $100.00.

    e. False alarms will be tracked on a continuous twelve (12) month basis from the date on which the permit was issued.

16. Additional Ordinance Provisions

    a. Alarm system owners must register their alarms (auto, fire, and medical alarms are excluded);

    b. There will be only one (1) permit issued for one (1) address no matter the number of structures present;

    c. Local, state, and federal buildings will be required to register. These registrations do not require a fee; and

d. The permit or permit number cannot be transferred to another person.
e. The alarm user is required to notify the Company or designee of any change that alters any information listed on the permit application.

17. **Technical Specifications** – Overview of Requirement for System Operations and Services.

    a. The Company shall maintain all master file and detail transactions on the proposed ATB system developed. The Company's system shall accommodate easy "user friendly ad hoc inquiry." The system shall permit the designated City personnel to have full access to modify, update, and analyze any records on the system.
    b. A daily update is envisioned to provide the necessary data exchange between the systems. City's staff will require on-line terminal access to the ATB system for inquiry and update purposes. The update shall include:
        i. Data modifications, additions, deleted date, and any other pertinent information requested by City.
        ii. Permit Issuance/Renewal Suspension.
    c. The Company shall provide City with alarm permits in a format specified by City. City reserves the right to change the format, though will consult in advance with the Company to ensure a successful transition and minimize service interruptions.
    d. City shall provide advance notice in writing to Company when changes to the system are expected.

18. **The Company shall capture the following information in relation to tile:**

    a. Applicant/permit holder;
    b. Permit number;
    c. Site, city and address within City (including suite/apartment number/letter), or some other individual identifier that distinguishes it apart from other locations with similar addresses;
    d. Type of property (residential or commercial);
    e. Business Name;
    f. Owner's Name;
    g. Telephone number;
    h. Name of alarm monitoring company; and
    i. Name of alarm installation company.

19. **The Company shall maintain the following critical dates:**

    a. Permit issue date and renewal date
    b. Permit suspension date(s) and all offenses associated with the permit.
    c. Permit reinstatement date.

20. **Account Management** – The Company shall identify and maintain the following account types:

    a. Permit Holder; and

    b. Privately owned and maintained, non-permit holders, panic and/or hold-up alarm (tracking purposes only).

21. **Database Management**

    a. The Company and the City will coordinate the GEO database transfer and layout interfaces during implementation. These data and transport media shall remain the proprietary property of City of Wilmington, Delaware;

    b. The Company shall maintain reasons for denial of issuance of a permit for example: Application incomplete, misleading or false;

    c. Applicant/permit holder has unpaid charges/fees;

    d. The Company shall upload existing alarm permits;

    e. The Company shall have the system set aside a permit/invoice when an appeal has been sent to City.

    f. The Company shall generate a new invoice for an existing fine after City has heard and denied an appeal. This would reset the thirty (30) days for an overdue payment;

    g. The Company shall notify the permit holder of accepted or denied application;

    h. The Company" shall generate suspension notices based upon reasons provided by City;

    i. The Company shall recalculate the number of alarms and amount owed after City sends in a call change;

    j. The Company shall maintain historical information on permit issuance, renewal, suspension, and reinstatement on each property for a twenty-four (24) month period;

    k. The Company shall maintain current permit status information;

    l. The Company shall maintain incident count (true and false) information on each permit;

    m. The Company shall provide cross-reference capabilities between permit holder name, address, permit number, and invoice number;

    n. The Company shall perform "soundex" search on permit holders and addresses;

    o. The Company shall print in a format to be determined during implementation;

    p. The Company shall track alarms not reported by alarm monitoring companies (audible alarms); and

    q. The Company shall generate and mail a "false alarm notification" to the permit holder for every occurrence.

22. **Incident Record Keeping** – The Company shall maintain a table of incident criteria including:

    a. Permit holder, number of incidents;
    b. Non-permit owner (name and address);
    c. c. Number of false alarms before first suspension; and
    d. d. Number of false alarms for second suspension.

23. **System Interface** – The Company shall interface with the Police Department's system in a manner to be defined during implementation.

24. **Accounts Receivable and Billing** – The Company shall be responsible for the following:
    a. Capture the following additional data for establishment of an account for billing purposes:
        i. Permit number (account number); and
        ii. Billing name and address (if different).
    b. Maintain an active/inactive flag. This will prevent a renewal notice being generated on permits, which have been resolved.
    c. Determine false alarm charge based on the following:
        i. Numerical incident within 12 month period;
        ii. Type of incident; and
        iii. Category of alarm permit holder (residential/commercial).
    d. Generate billings for alarm charges which include the following information:
        i. Past amount due
        ii. Payments made
        iii. Adjustments
        iv. Invoice Date
        v. Invoice Number
        vi. City (CAD) incident number
        vii. Type of Incident
        viii. Resource/description
        ix. Time/date received
        x. Show all incidents and their associated charges during the current billing period including "Waived Calls"
    e. Provide balance forward capability on billings.
    f. Waive fees and make appropriate adjustments to the total count only after requested by City.
    g. Input miscellaneous charges on an account directly to the accounts receivable system (i.e., returned check charge).
    h. Incorporate skip tracing procedures on returned billings.

25. Collections

    a. Input cash receipts and indicate which charges/fees to apply payment; Apply partial payment on collection of charges only;

    b. Process returned checks;

    c. Process cash receipts the same day as received;

    d. Accept Credit Card payments on line;

    e. State clearly what goes to our percentage of forgiven fines in the event a call was mislabeled/cleared incorrectly; and

    f. In the case of a conversion, accurately move all information to the new system, and ensure that permits are not to be placed into an inactive file.

    g. The City reserves the right to assign past due accounts to the contractor or not.

26. Reports – Generate at least the following reports

    a. Listing of permits by number, name, address, alarm company, and police district;

    b. Listing of permit counts in all categories;

    c. Listing of outstanding charges;

    d. Listing of cash transactions per day (or by any specific dates) including; cash received by billing type, account adjustments, and returned checks;

    e. Deposit report for weekly/monthly collections;

    f. Monthly alarm roster that includes a detail of incidents generated by alarm company;

    g. An incident exception report generated during daily incident update process from City's system including non-permit holder incidents and type codes other than true or false

    h. Provide reports in both alpha and permit number order;

    i. Monthly report to list the receivable balance: and

    j. End of fiscal year detailed report of all outstanding receivables.

    k. A six (6) month report that includes the number of registered users, number of monitors, number of providers, total fees collected, and other statistics as mutually agreed by the parties during implementation.

27. System Attributes

    a. System Availability – The system should be available twenty-four (24) hours a day, seven (7) days a week.

    b. Back-Up Systems Disaster Recovery – The Company shall provide a disaster recovery plan to be approved by City. The Company upon concurrence shall implement the approval plan. The Company shall be required to keep back-ups of data and have secure off-site storage approved by City.

28. __Production Control__

a. Transfer of data/process schedule: Alarm incidents shall be captured by City's system over the twenty-four (24) hour period from midnight to midnight. City's system will transfer this data to the AM system no later than 8:00 a.m. the following day.

b. The Company shall transfer a skeleton version of the entire permit database (if required) that includes, but is not limited to, the new incident count and status of each account. This data shall be delivered to the City's FTP site no later than 8:00 p.m. the same day, providing a maximum window of twenty-four (24) hours to process the incidents.

c. It will be the Company's responsibility to accommodate all data transfers by file transfer protocol (FIT) or other method by mutual agreement.

d. Delivery of Outputs - Daily reports shall be delivered electronically to City by mutually agreed upon time each day. Monthly reports shall be delivered no later than seven (7) working days after the end of the month.

29. __Assistance on Contacts__

a. User Support: The Company shall provide contact for daily assistance in each area of responsibility including user support, systems support, and operations support.

b. The Company shall provide on-site training of City personnel with reasonable notice upon request.

30. __Response to Citizen Inquiries and Requests__

a. The Company shall prove e a customer support center through a toll-free or local number to answer citizen telephone inquiries between the hours of 8:30 a.m. EST/EDT and 5:00 p.m. EST/EDT, Monday through Friday, (excluding holidays recognized/specified by the City of Wilmington).

b. The Company shall provide personnel to answer basic questions from persons billed, such as billing, address correction, and whom to contact at City for further questions. The Company shall provide telephones, space, and all other requirements to perform this task.

c. The Company shall provide a separate toll free or local number and contact for City personnel.

31. System Access Authority Change

a. The Company shall maintain a level of security, which ensures only authorized personnel to have access to the ATBS. All changes to the system access shall be provided to the Company in writing.

b. It shall be the responsibility of the Company to control and ensure that only appropriate Company personnel have access to the ATB system. City may require the Company to provide a list of all users who have access. Information provided to the Company may not be used for any purpose, other than the operation of the ATB system on behalf of City, without the express written permission of City. Unauthorized use of this information may result in cancellation of this contract.

32. Application Program Installation

a. The Company shall be responsible for the development, programming, testing, training, and installation of the ATB system.

b. Test results demonstrating proper functionality of the STB system shall be presented and reviewed with City's designated technology representative for sign-off and approval.

c. External interfaces between City and the Company shall be tested and accepted prior to commencement of services.

33. Documentation

a. The Company shall be responsible for maintaining appropriate systems documentation including program listings and file layouts. The Company shall produce documentation for review upon City's request.

b. The Company shall provide appropriate end-user documentation, which includes, screen input, processing schedules, and report examples.

34. Enhancements

a. Enhancements may be requested by City as required. Expected turnaround of enhancement requests shall be determined by urgency (i.e., ordinance change). Therefore, input is requested from the Company relative to the methods and pricing for the enhancements requests.

b. Enhancements may be requested due to but not limited to the following: Ordinance changes; changes to the file layout, annexations, street name changes, processing, and identified improvements in the system from users.

35. City Responsibilities

Notwithstanding any other responsibility or requirement of the City set forth in this Agreement, the City shall:

a. Designate a City Program Manager who will coordinate all communication between the Company and all other parties and who is authorized to act on behalf of the City. For purposes of this Agreement, the City Program Manager shall be the Chief of Police, or his designee.

b. City of Wilmington will provide computer workstations for all City employees and agents that will access the ATBS. Workstations that will access the ATBS must at least have processors of 1 GHz or faster, 256 Mb of RAM, a 20 Gb hard drive with 500 Mb of free space, a CD/DVD drive and Windows 2000 or XP operating systems. Monitors and graphics cards should be capable of providing 1024 x 768 screen resolution.

36. Insurance

The contractor shall obtain at its expense, at a minimum, insurance coverage as set forth below within ten (10) days of contract award, send a duplicate copy of the insurance policies to the City, and keep such insurance in force throughout the contract period. All insurance provided by the Contractor as required in this section, except comprehensive automobile liability insurance, shall set forth the City as an additional insured. All insurance shall be written with responsible companies licensed by the State of Delaware with a duplicate copy to be sent to the City within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the City prior to their termination.

a. *Public Liability and Property Damage Insurance:* Insurance against liability for personal and bodily injury and property damage in the amount of $1,000,000 for each individual and $2,000,000 in the aggregate (liability) and $1,000,000 (property).

b. *Workers' Compensation:* The Contractor shall carry Workers' Compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractors shall agree to comply at all times with the provisions of the workers' compensation laws of the State of Delaware.

c. *Comprehensive Automobile Liability Insurance:* The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by laws of the State of Delaware.

37. **Employment Provisions**

Goal Statement for Disadvantage Business Participation

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set a goal off 10% Disadvantaged Business Enterprise (DBE) participation for its procurement of services.

Questions regarding the DBE program should be directed to the City's EEO/Contractor Compliance Office at 302-576-2131.

38. **References**

Service Providers shall include with the response to this RFP, five (5) references from contracts similar in size and scope of services to those outlined in Scope. References shall be from existing contracts and shall include the following information: company name, company address, contact name, contact phone number, and contact fax number. References should be listed on Appendix "A" titled Alarm Registration and Management Services References.

39. **Pricing**

Vendors shall quote the percentage of each fee that will be paid to the City of Wilmington.

40. **Evaluation Criteria**

    a. Price proposal;
    b. Experience, resources, financial resources and references;
    c. Ability to register and track all permits based on the RFP;
    d. Ability to provide required reports to Wilmington Department of Police;
    e. Ability and ease of web access for Alarm users and the City of Wilmington personnel;
    f. Ability to convert data provided by Wilmington Department of Police;
    g. Ability to flag account per ordinance; and
    h. Location of firm

ALARM REGISTRATION AND MANAGEMENT SERVICES

PS12016

APPENDIX A

SIGNATURE/ACCEPTANCE PAGE

Name of Company

Address

| Telephone No. | Fax No. |

| Authorized Signature | Federal Tax I.D. No. |

| Printed Name | Date |

Email/Website

Sales Representative

ALARM REGISTRATION AND MANAGEMENT SERVICES

PS12016

APPENDIX B

ALARM REGISTRATION AND MANAGEMENT SERVICES REFERENCES
(PLEASE TYPE OR PRINT A SUMMARY OF YOUR RESPONSE BELOW)

Reference One Company Name	
Reference One Contact Name	
Reference One Phone Number	
Reference One Fax Number	
Reference Two Company Name	
Reference Two Contact Name	
Reference Two Phone Number	
Reference Two Fax Number	
Reference Three Company Name	
Reference Three Contact Name	
Reference Three Phone Number	
Reference Three Fax Number	
Reference Four Company Name	
Reference Four Contact Name	
Reference Four Phone Number	
Reference Four Fax Number	
Reference Five Company Name	
Reference Five Contact Name	
Reference Five Phone Number	
Reference Five Fax Number	

ALARM REGISTRATION AND MANAGEMENT SERVICES

PS12016

Rev. 1
#2640
Sponsor:

Council
Member
Brown

APPENDIX C

SUBSTITUTE NO. 1 TO ORDINANCE 06-042

AN ORDINANCE TO AMEND CHAPTER 10 OF THE CITY CODE TO REPLACE THE EXISTING ARTICLE II "ALARM SYSTEMS" WITH THE ADOPTION OF A NEW ARTICLE II "FALSE ALARMS."

WHEREAS, the Wilmington Police Department responds to over fourteen thousand (14,000) alarms each year; and

WHEREAS, these false alarms place a drain on the resources of the police department without consequences to the property owner; and

WHEREAS, certain council members, along with the police department, have reviewed the provisions of the City Code regarding alarm systems and have proposed revisions to enable the city government to handle false alarms efficiently and to provide quality service to its citizens; and

WHEREAS, this City Council deems it necessary and proper to adopt provisions in a new City Code Chapter 10 Article II, "False Alarms".

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Chapter 10 of the City Code is hereby amended by deleting Chapter 10 in its entirety (the provisions of which are set forth in Exhibit "B") and adopting a new Chapter 10 as set forth in the document attached hereto and made a part hereof as Exhibit "A", entitled "False Alarms", copies of which shall be on file in the City Clerk's office and which shall constitute and be codified as Chapter 10 Article II, "False Alarms" of the City Code.

SECTION 2. Severability. The provisions of this Ordinance are declared to be severable in accordance with the provisions of Wilm. C. §1-9 which reads as follows: It is hereby declared to be the intention of the city council that the sections, paragraphs, sentences,

clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph

or section of this Code shall be declared unconstitutional or invalid by the valid judgment or

decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not

affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 3. This ordinance shall become effective on January 1, 2007 upon its

passage by City Council and approval of the Mayor.

First Reading.........June 1, 2006
Second Reading......June 1, 2006
Third Reading........September 21, 2006

Passed by City Council, September 21, 2006

_____
Pro Tem President of City Council

ATTEST: _____
City Clerk

Approved as to form this 19ᵗʰ
day of September, 2006

_____
City Solicitor

Approved this 25ᵗʰ day of Sept, 2006

_____
Mayor

SYNOPSIS: This Ordinance amends Chapter 10 of the City Code to replace the existing article II "Alarm Systems" with the new article II "False Alarms".

Exhibit "A"

Article II, "False Alarms"

Section 10- 36. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a) Alarm system. A device or series of devices that emits, transmits, or relays:
  i)   an audible, visual, or electronic alarm signal that is electronically programmed to cause contact with or summon police;
  ii)   an audible or visual alarm system that is intended to elicit a police response at the alarm system user's property when activated.

b) Alarm system does not include:
  i)   telephone lines used to carry alarm systems; or
  ii)   any device installed in a vehicle, as defined in the Delaware Motor Vehicle Law.

c) Contractor. Any person engaged in the business of installing, maintaining, altering, inspecting, administering, selling, or servicing alarm systems.

d) False Alarm. Any alarm system that:
  i)   results in a police response to the user's property; and
  ii)   for which no evidence is found, after reasonable investigation, of any criminal activity, property damage, or medical emergency that would justify a police response.

e) False alarm does not include:
  i)   an alarm system that is cancelled by the monitor before a responding police officer arrives at the alarm location; and
  ii)   an alarm signal that occurs within thirty (30) days from the original installation of the alarm system.

f) Hold-up alarm. A silent alarm system that is manually activated to signal robbery in progress.

g) Monitor. A person engaged in the business of monitoring alarm systems for the purpose of reporting alarm system's activity to the Police Department.

h) Panic Alarm. An alarm system that is activated by an individual on or near the premises to alert others that a robbery or other crime is in progress.

i) Person. An individual, a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind; or a partnership, firm, association, corporation, or other entity of any kind.

A-1

j) User. Except as specified in paragraph (k) of this subsection, a user is the owner or lessee of any alarm system; the owner or lessee of any dwelling unit, place of business, or other premises that has been equipped with alarm systems; or any person that uses an alarm system.

k) User does not include: the owner or manager of a multi-tenant building with respect to any alarm system used solely by a tenant of that building.

l) Alarm administrator: a person or persons designated by the City of Wilmington to administer, control and review the reduction efforts and administer the provisions of this Article. The alarm administrator shall coordinate police protocols through the Chief of Police or his designee in the application of this Article.

Section 10-37. Regulation
An Alarm administrator is a person or persons designated by the City of Wilmington to administer, control and review the reduction efforts and administer the provisions of this Article. The Alarm Administrator shall be retained by the enactment date of this legislation

Section 10-38. Registration
a) Contractor. An alarm system contractor must register with the Alarm Administrator before undertaking to install, maintain, alter, administer, sell, or service any alarm systems in the City of Wilmington. A $50.00 non-refundable registration fee must be paid with each registration form. The contractor registration must be renewed annually.

b) Monitors. An alarm system monitor must register with the Alarm Administrator before undertaking to monitor any alarm system in the City of Wilmington. A $100.00 non-refundable registration fee must be paid with each registration form. The monitor registration must be renewed annually.

In the event the monitor and contractor are the same company, then only the monitor registration fee shall be paid.

c) Users. An alarm system user must register with the Alarm Administrator before the user's alarm system causes contact with or results in a police response at the user's property. A $20.00 non-refundable registration fee must be paid with each registration form. The alarm system registration must be renewed annually.

d) Registration does not apply to fire, car or medical alert alarm systems.

e) Failure of any alarm systems contractor and/or monitor to register with the Alarm Administrator shall prevent the contractor and/or monitor from obtaining a City of Wilmington business license.

Section 10-39 Notices and Reports.
a) Notice to user.

A-2

1) any person who sells or leases an alarm system must post conspicuously in that person's place of business a copy of a user's obligation to register under this article.

2) if a sale or lease transaction occurs outside the person's place of business, or if the person does not maintain a place of business in a commercial establishment, this notice must be provided to the user, in writing before activation takes place.

b) <u>Report to the Alarm Administrator- unmonitored systems</u>.
1) if the person selling or leasing an alarm system is not under contract to monitor that system, the person must report the transaction to the Alarm Administrator.
2) This report must be made within five (5) business days of the sale or lease and contain the user's name, address and telephone numbers, the make and model of the system, and any other information that the Alarm Administrator requires.

c) <u>Report to the Alarm Administrator – monitored systems</u>
1) Each monitor doing business in the City must provide the Alarm Administrator with an annual report and a monthly update of all users in the City to whom the monitor is currently providing services in a manner designated by the Alarm Administrator.

2) This report must be made at the time the Alarm Administrator requires and contain each user's name, address and telephone number; and any other information the Alarm Administrators requires.

Section 10-40. Unregistered Users
a) <u>Prohibited Conduct</u>. It is unlawful for the alarm system of any unregistered user to cause contact with or summon City police. For purposes of the penalties imposed by this article, each event that causes contact with or summons the police constitutes a separate offense.

b) <u>Monitor to report activation</u>. Any alarm system monitor who detects an alarm system from an unregistered alarm system user or location shall report the activation to the Alarm Administrator in writing within five (5) business days of the detection.

Section 10-41. Duties and responsibilities
<u>Alarm User</u>
a) An alarm user shall:
1) maintain the alarm site and the alarm system in a manner that will minimize or eliminate false alarms;

A-3

2) make every reasonable effort to have a responder to the alarm's location within thirty (30) minute when requested by a law enforcement authority order to:

    i. deactivate an alarm system;

    ii. provide access to the alarm site; and/or

    iii provide alternative security for the alarm site.

3) activate an alarm system only for its intended purposes.

b) An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than ten (10) minutes after being activated.

c) An alarm user shall have a licensed company inspect the alarm system after the occurrence of four (4) false alarms in any twelve (12) month period. The alarm administrator may waive a required inspection if he or she determines that a false alarm(s) could not have been related to a defect or malfunction in the alarm system.

d) An alarm user shall not use automatic voice dialers.

e) An alarm user shall maintain, at each alarm site a set of written operating instructions for each alarm system.

Alarm Installer

a) the alarm installation company shall provide written and oral instructions to each of its alarm users on the proper operation of their alarm system. Such instructions shall specifically include all the instructions necessary to turn the alarm system on and off and to avoid false alarms.

b) An alarm installation company shall not use automatic voice dialers.

c) After completion of the installation of an alarm system, an alarm installation company employee shall review with the alarm user a false alarm prevention checklist approved by the Alarm Administrator.

Monitoring Company

a) A monitoring company shall:

1) report alarm signals by using telephone numbers designated by the Alarm Administrator;

2) verify every alarm signal with an initial and secondary call to the site of the alarm, before requesting a law enforcement authority response to an alarm system signal by calling the site of the alarm, except for any panic, duress or holdup robbery alarm activation;

A-4

3) communicate alarm dispatch requests to law enforcement authority in a manner and form determined by the Alarm Administrator;

4) ensure that all users of the alarm systems equipped with a duress, holdup or panic alarm are given adequate training as to the proper use of the duress, holdup or panic alarm;

5) communicate available information about the location of all alarm signals related to the alarm dispatch request;

6) communicate the type of alarm activation (silent or audible, interior or exterior);

7) provide an alarm user registration number when requesting law enforcement dispatch;

8) after an alarm dispatch request, promptly advise law enforcement authority if the monitoring company knows that the alarm user or the responder is on the way to the alarm site;

9) attempt to contact the alarm user responder within 24 hours, via mail, fax telephone or electronic means when an alarm dispatch request is made; and

10) upon the effective date of this Article, monitoring companies must maintain for a period of at least one (1) year from the date of the alarm dispatch request, records relating to the alarm dispatch requests. Records must include the name, address, and telephone number of the alarm user, the alarm system zone(s) activated, the time of the alarm dispatch request and evidence of an attempt to verify. The Alarm Administrator may request copies of such records for individually named alarm users. If the request is made within sixty (60) days of the alarm dispatch request, the monitoring company shall furnish requested records within three (3) business days of receiving the request. If the records are requested between sixty days (60) and one (1) year after the alarm dispatch request, the monitoring company shall furnish the requested records within thirty (30) days of receiving the request.

b) An alarm system installation company and/or monitoring company that purchases alarm system accounts from another person shall notify the Alarm Administrator of such purchase and provide details as may be reasonably requested by the Alarm Administrator.

<u>Alarm administrator</u>
a) The alarm administrator shall:
    1) designate a manner, form and telephone number for the communication of alarm dispatch requests; and

A-5

2) establish procedure to accept cancellation of alarm system dispatch requests;

b) The alarm administrator shall establish a procedure to record such information on alarm dispatch requests necessary to permit the Alarm Administrator to maintain records, including, but not limited to, the information listed below:

1) identification of the registration number for the alarm site;

2) identification of the alarm site;

3) date and time alarm dispatch request was received including the name of the monitoring company and the monitoring operator name and number;

4) date and time of law enforcement authority arrival at the alarm site;

5) zone and zone description, if available;

6) weather conditions;

7) name of the alarm user's representative at the alarm site, if any;

8) identification of the responsible alarm installation company or monitoring company;

9) if the law enforcement authority was unable to locate the address of the alarm site; and

10) cause of the alarm signal, if known.

c) The Alarm Administrator shall establish a procedure for the notifying the alarm user of false alarms. The notice shall include the following information:

1) the date and time of the law enforcement authority response to the false alarm; and

2) a statement urging the alarm user to ensure that the alarm system is properly operated, inspected, and serviced in order to avoid false alarms and resulting fines.

d) The Alarm Administrator may require a conference with an alarm user and the alarm installation company and/or monitoring company responsible for the repair or monitoring of the alarm system to review the circumstances of each false alarm.

e) The Alarm Administrator may require an alarm user to remove a holdup alarm that is a single action, non-recessed button, if a false holdup alarm has occurred.

A-6

f) The Alarm Administrator shall provide to the City an annual report stating the number of false alarms, the number of cancellations, total fines collected and any additional information requested by the City of Wilmington.

Section 10-42. False Alarm Fees.

a) User responsible. The user of an alarm system is responsible for payment to the City of the false alarm fees imposed under this section. For purposes of this section, two (2) or more false alarms that occur within the same calendar day as the result of a single event are considered a single false alarm.

b) Fee Schedule. After two (2) false alarms in any twelve (12) month period, a false alarm fee is imposed for each false alarm based on the following fee schedule:

False Alarms within 12-month period fees:

	Resident	Commercial	Unregistered systems
1st	No fee	No fee	$100.00 for each
2nd	No fee	No fee	response.
3rd	$100	$250	
4th	$200	$400	
5th or more	$250	$550	

c) An alarm system that is cancelled by the monitor before a responding law enforcement authority arrives at the alarm location is not a considered a false alarm subject to the fees listed within this section.

d) Waivers. The Alarm Administrator must waive one (1) false alarm fee if the alarm system user has the alarm system inspected by a registered contractor or monitor and obtains from the contractor or monitor a certification that the alarm system has been inspected and is functioning properly. If a false alarm fee is waived under this section and the user is subject to a subsequent false alarm fee, the subsequent fee will be assessed as if the previous fee had not been waived.

e) Appeals. An alarm system user may appeal any false alarm fee to the Alarm Administrator or his designee, in writing with accompanying documentation demonstrating why the false alarm fee should be rescinded within ten (10) days of receiving the false alarm fee notice.

f) Exception. Senior citizens age 65 or older shall be exempt from false alarm fees.

g) Late Fee. A late fee of $25.00 shall be assessed for any false alarm fee that is not paid within thirty (30) days of the Alarm Administrator notice that the false alarm fee has been imposed or if a timely appeal has been made within thirty (30) days of the final decision of that appeal. If the false alarm fee is not paid within ten (10) business days of the notice that

A-7

the late fee has been imposed, the Alarm Administrator must notify the Police Department and may place the user's alarm on no-response status, as provided in this section.

h) <u>Warning of no-response status</u>. After a 6th false alarm within a twelve (12) month period, the Alarm Administrator shall send a warning notice by certified mail, return receipt requested, to the user with a copy by regular mail to the monitor. The notice must state that a 6th false alarm has occurred; if seven (7) or more false alarms occur within any twelve (12) month period, the user's alarm system will be placed on no-response status; reinstatement may only be obtained on written application to the Alarm Administrator and Chief of Police.

Section 10-43. No-response status
a) <u>No response status</u> is defined in this section to mean that, except for hold up alarms or panic alarms, the police will not be dispatched to investigate an alarm signal.

b) <u>When required</u>, an alarm system will be placed on no-response status if, after a warning notice has been sent in accordance with this article, the alarm system has had seven (7) or more false alarms in any 12-month period. The Alarm Administrator may reinstate the alarm system if the user applies in writing for reinstatement and the Alarm Administrator finds that the alarm system has been repaired, upgraded, or replaced and the cause of the false alarms has been corrected.

c) The Alarm Administrator may place an alarm system on <u>no-response status</u> if the alarm system user has made any false statement of material fact in the user's registration application, or if the user's registration is revoked, or the user fails to pay a timely fee imposed under this article.

d) This section does not apply to financial institution alarm sites.

Section 10-44. Automatic dialers prohibited.
No contractor, monitor, or user may install, operate, or maintain any device that on activation of an alarm system sends a pre-recorded message or coded signal to the Police Department or to any other City offices.

Section 10-45. Government Immunity
a) Nothing herein shall
    1) preclude law enforcement authority from responding to duress, holdup or panic alarms, calls describing emergencies or crimes in progress , or routine calls for service;

    2) limit law enforcement authority from issuing civil violation notices for false alarms; or

    3) be construed to create a duty to respond in any circumstances where such a duty does not exist pursuant to the statutory or common law of Delaware.

A-8

b) Alarm registration is not intended to, nor will it create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: the availability of police units, priority of call, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

c) All information contained in and gathered through the alarm registration applications shall be held in confidence by all employees or representatives of the City of Wilmington and by any third party Alarm Administrator or employees of a third-party administrator with access to such information.

A-9

Exhibit "B"

Article II, "ALARM SYSTEMS"

II. ALARM SYSTEMS*

---

*Cross references: Businesses, Ch. 5.

Sec. 10-36. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm system means any system which automatically or electronically notifies an alarm vendor or other responsible party of suspected criminal activity and that alarm vendor or responsible party thereupon notifies the police department; or any alarm system which automatically or electronically sounds an alarm at the location of suspected criminal activity and thereupon the owner, tenant or other person to be protected by the system or acting on behalf of such person notifies the police department or a direct telephone alarm system.

Direct telephone alarm system means an alarm system which automatically or electronically dials the police department communications center and plays a message reciting the location of the suspected criminal activity, or, a system which is connected with a terminal located in the police department communications center and there sounds an alarm.

False alarm means an alarm signal eliciting notification to and a response by the police department when a situation requiring a response by the police department does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the person responsible for maintaining the alarm system and such conditions or circumstances shall be an affirmative defense to be proved by a preponderance of the evidence.

(Code 1968, § 39-74(f); Ord. No. 92-053(sub 1), § 1(e), 7-2-92)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 10-37. Enforcement.

Prosecutions pursuant to the provisions of this article, under sections 10-39 and 10-40 regarding registration and duty to respond, may be initiated by summons and the person or entity so charged shall have the option of paying the minimum fine applicable to the offense charged at the office of the clerk of municipal court without appearing in court. For purposes of this article, the payment of a minimum fine without appearing in court shall be deemed to be a conviction for an offense. Monitoring of compliance with section 10-41 shall be carried out by the police department and citations issued thereunder shall be construed to be of a civil nature and not of a criminal nature, having as their consequence the imposition of service charges and not criminal penalties as a matter of legislative intent.

(Code 1968, § 39-74(g))

B-1

Sec. 10-38. Avoidance of false alarms.

Each person who controls, leases, operates, owns, possesses, rents or services one or more burglary and/or robbery alarm systems in one or more buildings within the city shall be responsible to maintain such system in a manner such as to minimize the number of incidents of false alarm. The police department, through the crime prevention division, shall monitor the frequency of false alarms and make such periodic reports as deemed necessary by the chief of police.

(Code 1968, § 39-74(a); Ord. No. 92-053(sub 1), § 1(e), 7-2-92)

State law references: Falsely reporting an incident, 11 Del. C. § 1245.

Sec. 10-39. Registration.

It shall be the duty of each party responsible for maintenance of an alarm system under this article to register each alarm system located in the city with the police department, crime prevention divisions on forms approved by the chief of police. Such registration form shall include the name of the person for whom the alarm system has been installed, the location and type of alarm system, and the telephone number and name of a designated person or persons who can be contacted 24 hours per day if an alarm is sounded. Any person or entity violating the provisions of this subsection by failing to register shall, upon conviction, be fined not less than $25.00 nor more than $100.00 for each violation.

(Code 1968, § 39-74(b); Ord. No. 92-053(sub 1), §§ 1(e), 26(w), 7-2-92)

Sec. 10-40. Duty to respond.

After the receipt of a completed registration form for an alarm system, naming therein a person designated to respond at the location of alarms, it shall be the duty of such designated person or persons to respond to the location of the alarm system within one hour of notification by the police department that an alarm has been sounded. In exceptional circumstances, the police department may extend the response time allowed hereunder, but such extension shall not be for more than one additional hour. Any designated person who upon notification by the police department fails to respond to an alarm within the time period specified or otherwise allowed shall, upon conviction, be fined not less than $25.00 nor more than $100.00 for each violation.

(Code 1968, § 39-74(c); Ord. No. 92-053(sub 1), § 1(e), 7-2-92)

Sec. 10-41. Maintenance.

Any party responsible for maintenance as enumerated in section 10-38, such maintenance to be monitored by the police department, shall be strictly responsible for and subject to:

> (1) A warning by the chief of police or any police officer acting in his behalf by ordinary mail to the responsible party's address or to the premises on which the alarm system is located following the occurrence of five incidents of false alarm within any period not exceeding 31 days.
>
> (2) Upon the issuance of a citation by the police department for the

B-2

occurrence of ten or more incidents of false alarm within any period not exceeding 31 days or the occurrence of 20 or more incidents of false alarm within any period not exceeding 90 days, a service charge of not less than $25.00 nor more than $100.00 shall be imposed for such occurrences. Upon a second citation for such occurrence under this subsection within a period of time two years in length, a service charge of not less than $50.00 nor more than $200.00 shall be imposed, and upon subsequent citations thereafter, still within a two-year period, a service charge of not less than $100.00 nor more than $500.00 shall be imposed by the police department. Payment of any and all such service charges under this subsection shall be made at the revenue division of the department of finance.

(Code 1968, § 39-74(d); Ord. No. 92-053(sub 1), § 1(d), 7-2-92)

Sec. 10-42. Direct telephone alarm systems.

In addition to the penalties provided in section 10-41, any party responsible for maintenance of a direct telephone alarm system as enumerated in section 10-38 shall be subject to the following action by the police department:

(1) A warning with regard to continuation of such direct telephone hook-up with the police communications center following the occurrence of three incidents of false alarm within any 31-day period;

(2) Suspension of permission for such direct telephone hook-up with the police communications center for a period of 30 days following the occurrence of ten incidents of false alarm within any one 31-day period; and

(3) Revocation of permission for such direct telephone hook-up following a second occurrence involving ten or more incidents of false alarm within a 31-day period or the occurrence of 20 or more incidents of false alarm over any period not exceeding 90 days at the discretion of the crime prevention division and the chief of police.

(Code 1968, § 39-74(e))

B-3

Fiscal Impact Statement

The Wilmington Police Department currently responds to approximately 7,000 false alarms annually. The response to false alarms takes an inordinate amount of police time. This legislation is designed to reduce the number of false alarms thereby freeing officers to respond to serious incidents. Minimal revenue impact is expected the first year.